

REQUEST FOR PROPOSAL #2023-033  
Insurance Brokerage Services  
RESPONSE ADDENDUM # 2  
November 17, 2022

**QUESTIONS**

**Q1: What is the current 3-year loss ratio for each line of coverage?**

**ANSWER:**

Please see loss run report pertaining to this coverage.

**Q2: Copy of current Environmental Risk Management Handbook?**

**ANSWER:**

**We will provide the information to the awardee. We have different departmental policies and guidelines; hazardous waste labels, waste management, etc.**

**Q3: 5 years of currently valued loss runs for the Auto, Crime, Marine Open Cargo/Special Equipment (and Bumbershoot, if applicable), and Environmental Policies?**

**ANSWER:**

Auto - Refer To: Addendum 2\_Q3\_Auto Loss Runs

Crime – Refer To: Addendum 2\_Q3\_22-23 Crime Loss Runs

Marine Open Cargo/Special Equipment – Refer To: Addendum 2\_Q3\_2016-Current Cargo Loss Runs

**Q4: Copy of Safety Programs and any risk management initiatives regarding the lines of insurance coverage in the RFP – Auto, Crime, Marine Open Cargo/Special Equipment, and Environmental?**

**ANSWER:**

**Q4:** Marine Open Cargo/Special Equipment

- 1) Please provide a brief overview of current program structure (i.e., limits, annual values shipped/imported, coverages carried, deductibles).

**ANSWER:**

Refer to: Addendum 2\_Q4\_22-23 Marine Open Cargo Policy

- 2) Please outline current claim process and estimated volume of claims annually

**ANSWER:**

Claims come in through our Risk Management Helpdesk. The claims coordinator gathers information and forwards it to our broker. The broker and claims coordinator work together to complete the claim.

2022 – one (1) claim

- 3) Please confirm current carrier

**ANSWER:**

Hanover Insurance

- 4) Please confirm current annual premium

**ANSWER:**

Premium: \$1697.00

**Q5:** Environmental Pollution

- 1) Please provide a brief overview of current program structure (i.e., limits, coverage carried, deductibles).

**ANSWER:**

Refer to: Addendum 2\_Q5\_2021-2024 Pollution

- 2) Please confirm current carrier

**ANSWER:**

Ironshore is the current carrier for this policy.

- 3) Please confirm current premium and coverage term

**ANSWER:**

Premium for this current policy period: \$ 119,643.00 for a 3-year policy.

Coverage term is from 6/15/2021-6/15/2024



# Loss Run Report

Report Date: 11/14/2022

Report period requested: 5 Years

This Loss Run report presents claims associated with each applicable coverage OR may indicate that no claim has been reported. If you have questions regarding this report, please contact your underwriter. The report is based on data available on or about 11/11/2022.

The report is filtered for the following coverages: **CRIME**

Agent: **CROSS INSURANCE 0JV544**

## Coverage: CRIME

Policy	Insured	Cov Eff Date	Cov Exp Date	Notice Date	Claim #	Claimant Name	Loss Paid	Expense Paid	Incurred	Claim Type	Status
107287445	UNIVERSITY OF MAINE SYSTEM	7/10/2022	7/10/2023	9/2/2022	T2211972		\$0.00	\$0.00	Not Available	Claim	Open
107287445	UNIVERSITY OF MAINE SYSTEM	7/10/2021	7/10/2022			No Claims					
107287445	UNIVERSITY OF MAINE SYSTEM	7/10/2020	7/10/2021			No Claims					

## Addendum 2\_Q3\_22-23 Crime Loss Runs

 **Claims and Losses History**

Account Name:

**UNIVERSITY OF MAINE SYSTEM**

Account Number:

**0047366996**

**Search Request Criteria:**

Policy: IHP-A998992-06

**Report Run Date:** 11/14/2022

**Loss Evaluation Date:** 11/12/2022



The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01653

hanover.com  
The Agency Place (TAP)—<https://tap.hanover.com>

**Marine**

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED +ALAE
IHP A998992 06	08/01/2022	08/01/2023	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 05	08/01/2021	08/01/2022	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 04	08/01/2020	08/01/2021	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 03	08/01/2019	08/01/2020	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 02	08/01/2018	08/01/2019	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 01	08/01/2017	08/01/2018	0	\$0	\$0	\$0	\$0	\$0	\$0
IHP A998992 00	08/01/2016	08/01/2017	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>			0	\$0	\$0	\$0	\$0	\$0	\$0
<b>ACCOUNT TOTAL</b>			0	\$0	\$0	\$0	\$0	\$0	\$0

The information contained in the Loss Run Report may not be current and is provided without The Hanover's acceptance of any coverage obligation for a claim. The information is not intended in any manner as confirmation of The Hanover's acceptance of coverage for a claim. The Outstanding Reserves or ALAE Reserves amounts in the Loss Run Report are not to be construed as The Hanover's acceptance of coverage for a claim nor is the amount intended as a determination of The Hanover's coverage obligation for the claim. ALAE Reserves are not included in Outstanding amounts but are included in Incurred + ALAE amounts. The Recoveries figure represents the amount of dollars recovered through salvage, subrogation and/or deductible on a policy. Please contact your Hanover Underwriter for information on Open Claims.



# Loss History

Loss Valuation Date:11/12/2022

## Account Summary

North Area - ME/NH/VT

**Insured:** UNIVERSITY OF MAINE SYSTEM  
46 University Drive/Robinson Hall  
AUGUSTA, ME -04330

**Agency:** CROSS INSURANCE  
PO BOX 1388  
BANGOR, ME 044021388

**Code:** 8210125

Line Of Business	Prefix	Policy Number	Policy Term	Number of Claims	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total
<b>Business Auto</b>	<b>BAO</b>	<b>59313119</b>	<b>03/12/2022 - 03/12/2023</b>	<b>4</b>	<b>\$3,944</b>	<b>\$0</b>	<b>\$3,944</b>	<b>\$0</b>	<b>\$3,944</b>
			03/12/2021 - 03/12/2022	7	\$12,301	\$0	\$12,301	\$35	\$12,336
			03/12/2020 - 03/12/2021	2	\$10,135	\$0	\$10,135	\$0	\$10,135
			03/12/2019 - 03/12/2020	8	\$8,441	\$0	\$8,441	\$0	\$8,441
<b>ALL YEARS</b>				<b>21</b>	<b>\$34,822</b>	<b>\$0</b>	<b>\$34,822</b>	<b>\$35</b>	<b>\$34,857</b>
<b>BAO TOTAL</b>				<b>21</b>	<b>\$34,822</b>	<b>\$0</b>	<b>\$34,822</b>	<b>\$35</b>	<b>\$34,857</b>
<b>GRAND TOTAL</b>				<b>21</b>	<b>\$34,822</b>	<b>\$0</b>	<b>\$34,822</b>	<b>\$35</b>	<b>\$34,857</b>

## Addendum 2\_Q3\_Auto Loss Runs

This report is intended for informational purposes only, is subject to changes, and shall not be construed as an admission of liability. Reserve information is revealed only as a recognition of a potential exposure and does not necessarily represent the value of a claim or a decision that the claim should or will be paid.

NOTE: If a policy was previously written with Safeco Insurance, the policy's complete loss history will not be available on this report. To obtain the claims history while a policy was written with Safeco, you must access the Loss Runs tool on [www.safeconow.com](http://www.safeconow.com).

# Loss History

Loss Valuation Date: 11/12/2022

## Account Detail

North Area - ME/NH/VT

**Insured:** UNIVERSITY OF MAINE SYSTEM  
46 University Drive/Robinson Hall  
AUGUSTA, ME -04330

**Agency:** CROSS INSURANCE  
PO BOX 1388  
BANGOR, ME 044021388

**Code:** 8210125

Claim Number	Loss Date	Date Received	Location/ Bldg/Veh Number	Actual Paid Losses	Recovery Amount	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total	Claim Status
Claimant Name or Coverage Type			Risk State	Description of Loss							

Policy Number: BAO 59313119			Policy Term: 03/12/2022 - 03/12/2023								
24055579	08/10/2022	09/02/2022	0	\$669	\$0	\$669	\$0	\$669	\$0	\$669	C
COLL			M	BONDESEN, JUSTIN IV STRUCK YELLOW BARRIER PILLAR IN PARKING GARAGE - ON THE PASSENGER SIDE, REAR DOOR AND TOWARDS REAR TIRE; A PARALLEL SERIES OF LON							
24038039	06/28/2022	06/30/2022	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
PD			M	MOODY, BRENT IV HIT OVERHANG AT ATM							
24038039	06/28/2022	06/30/2022	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
COLL			M	MOODY, BRENT IV HIT OVERHANG AT ATM							
24032516	05/31/2022	06/10/2022	0	\$1,248	\$0	\$1,248	\$0	\$1,248	\$0	\$1,248	C
COMP			M	DRIVER, NO CATALYTIC CONVERTOR WAS STOLEN OFF VEHICLE. SEE ATTACHED ESTIMATE FOR REPAIR							
24012999	03/15/2022	03/29/2022	0	\$2,028	\$0	\$2,028	\$0	\$2,028	\$0	\$2,028	C
COLL			M	GERRY, DAVID A INSURED VEHICLE STRUCK POST.							
24012999	03/15/2022	03/29/2022	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
PD			M	GERRY, DAVID A INSURED VEHICLE STRUCK POST.							
<b>TOTAL</b>				<b>\$3,944</b>	<b>\$0</b>	<b>\$3,944</b>	<b>\$0</b>	<b>\$3,944</b>	<b>\$0</b>	<b>\$3,944</b>	

Policy Number: BAO 59313119			Policy Term: 03/12/2021 - 03/12/2022								
24012980	03/10/2022	03/29/2022	0	\$3,027	\$0	\$3,027	\$0	\$3,027	\$0	\$3,027	C
COLL			M	GERRY, DAVID IV BACKED INTO YELLOW BARRIER POLE CAUSING DAMAGE TO REAR DRIVERS SIDE OF IV. SEE ATTACHED POLICE REPORT & ESTIMATE							
24032953	01/22/2022	06/13/2022	0	\$1,886	\$0	\$1,886	\$0	\$1,886	\$0	\$1,886	O
COLL			M	MITCHELL, WILLIAM IV BACKED INTO GATE IN PARKING LOT. SEE INVOICE ATTACHED FOR REPAIR							
24008218	01/20/2022	03/10/2022	0	\$1,320	\$0	\$1,320	\$0	\$1,320	\$0	\$1,320	C
COLL			M	PERRY, BYRON IV BELIEVED TO HAVE BACKED INTO A SNOWBANK. INTERNAL INCIDENT REPORT & ESTIMATE ATTACHED							

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# Loss History

Loss Valuation Date: 11/12/2022

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**Agency:** CROSS INSURANCE  
PO BOX 1388  
BANGOR, ME 044021388

**Code:** 8210125

Claim Number	Loss Date	Date Received	Location/ Bldg/Veh Number	Actual Paid Losses	Recovery Amount	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total	Claim Status
Claimant Name or Coverage Type			Risk State	Description of Loss							
24022961	01/02/2022	05/04/2022	0	\$5,026	\$0	\$5,026	\$0	\$5,026	\$0	\$5,026	C
COLL			M	KOLLER, GREGORY IV SLID INTO A CEMENT JERSEY BARRIER WHILE PLOWING.							
23981312	11/23/2021	11/29/2021	0	\$482	\$0	\$482	\$0	\$482	\$0	\$482	C
COMP			M	WILLIHAN, ANDREW INSURED VEHICLE HIT A DEER							
24033213	11/15/2021	06/13/2022	0	\$3,726	-\$3,726	\$0	\$0	\$0	\$35	\$35	C
COLL			M	ORMINSKI, NICOLE OV1 REAR ENDED IV PUSHING IV INTO OV2.							
23912128	04/01/2021	04/14/2021	0	\$560	\$0	\$560	\$0	\$560	\$0	\$560	C
COLL			M	HILDRETH, SCOTT PIPE THAT INSURED VEHICLE WAS TRANSPORTING ON RACK ABOVE THE TRUCK SLID FORWARD STRIKING ROOF AND HOOD							
<b>TOTAL</b>				<b>\$16,027</b>	<b>-\$3,726</b>	<b>\$12,301</b>	<b>\$0</b>	<b>\$12,301</b>	<b>\$35</b>	<b>\$12,336</b>	

**Policy Number:** BAO 59313119

**Policy Term:** 03/12/2020 - 03/12/2021

23886753	11/17/2020	01/12/2021	0	\$1,578	\$0	\$1,578	\$0	\$1,578	\$0	\$1,578	C
COLL			M	EICHORN, VICTORIA INSURED VEHICLE BACKED INTO A BACKED INTO A CONCRETE BOLLARD.							
23849385	08/20/2020	08/26/2020	0	\$4,030	\$0	\$4,030	\$0	\$4,030	\$0	\$4,030	C
PD			M	DALL, HAROLD OV HIT IV WHEN IV WAS PULLING INTO LOCATION.							
23849385	08/20/2020	08/26/2020	0	\$4,527	\$0	\$4,527	\$0	\$4,527	\$0	\$4,527	C
COLL			M	DALL, HAROLD OV HIT IV WHEN IV WAS PULLING INTO LOCATION.							
<b>TOTAL</b>				<b>\$10,135</b>	<b>\$0</b>	<b>\$10,135</b>	<b>\$0</b>	<b>\$10,135</b>	<b>\$0</b>	<b>\$10,135</b>	

**Policy Number:** BAO 59313119

**Policy Term:** 03/12/2019 - 03/12/2020

23781648	01/13/2020	02/14/2020	0	\$5,569	\$0	\$5,569	\$0	\$5,569	\$0	\$5,569	C
COLL			M	BAKER, KYLIE INSURED WENT OFF THE ROAD DURING SNOW AND ICE CONDITIONS AND HIT TREES							
23770885	12/12/2019	01/10/2020	0	\$923	\$0	\$923	\$0	\$923	\$0	\$923	C
COLL			M	NSEGUMDREMY, GAPAPA INSURED VEHICLE DAMAGED WHEN IT STRUCK A PARKED VEHICLE IN PARKING LOT							

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# Loss History

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**Code:** 8210125

Claim Number	Loss Date	Date Received	Location/ Bldg/Veh Number	Actual Paid Losses	Recovery Amount	Net Paid Losses	Current Reserves	Paid + Reserves	Allocated Expenses	Total	Claim Status
Claimant Name or Coverage Type			Risk State	Description of Loss							
23754231	11/13/2019	11/15/2019	0	\$578	\$0	\$578	\$0	\$578	\$0	\$578	C
COLL			M	BUTTERFIELD, JASON INSURED HIT A DEER							
23750118	10/07/2019	11/05/2019	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
COLL			M	WILLETTE, PAUL DRIVER OF INSURED VEHICLE FORGOT TO PUT THE TAILGATE DOWN WHEN UNHOOKING TRAILER, CAUSING DAMAGE TO THE TAILGATE OF THE INSURED VEHI							
23581761	08/08/2019	08/23/2019	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
COLL			M	UNKNOWN, UNKNOWN CLAIMANT WAS PARKED BEHIND INSURED BOX TRUCK, AS HE WALKED INTO GAS STATION IT BACKED INTO FRONT OF HIS CAR							
23560012	06/14/2019	06/24/2019	0	\$508	\$0	\$508	\$0	\$508	\$0	\$508	C
COLL			M	EMERSON, NATHAN INSURED VEHICLE WAS BACKING UP AND HIT TELEPHONE POLE WITH REAR PASSENGER SIDE OF TRUCK. SEE ATTACHED EMAIL AND ESTIMATE.							
23543374	05/02/2019	05/05/2019	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	C
COLL			M	MICHAUD, ROBERT ***COLL COV ONLY - THERE IS NO LIAB COV*** INSURED VEHICLE WAS BACKING UP AND WAS HIT BY OTHER VEHICLE.							
23538593	04/18/2019	04/24/2019	0	\$863	\$0	\$863	\$0	\$863	\$0	\$863	C
COLL			M	FLYNN, CHRISTOPHER INSURED VEHICLE SIDE SWIPED OTHER VEHICLE IN PARKING GARAGE							
<b>TOTAL</b>				<b>\$8,441</b>	<b>\$0</b>	<b>\$8,441</b>	<b>\$0</b>	<b>\$8,441</b>	<b>\$0</b>	<b>\$8,441</b>	
<b>GRAND TOTAL</b>				<b>\$38,547</b>	<b>-\$3,726</b>	<b>\$34,822</b>	<b>\$0</b>	<b>\$34,822</b>	<b>\$35</b>	<b>\$34,857</b>	

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\*\*\*\*\*INSURED\*\*\*\*\*

UNIVERSITY OF MAINE SYSTEM  
3RD FLOOR LEWISTON HALL  
65 TEXAS AVENUE  
BANGOR ME 04401

UNIVERSITY OF MAINE SYSTEM  
3RD FLOOR LEWISTON HALL  
65 TEXAS AVENUE  
BANGOR ME 04401

UNIVERSITY OF MAINE SYSTEM  
3RD FLOOR LEWISTON HALL  
65 TEXAS AVENUE  
BANGOR ME 04401

\*\*\*\*\*INSURED\*\*\*\*\*



**MARINE OPEN CARGO POLICY  
DECLARATIONS**

<b>INSURED (Clause 1)</b>	<b>UNIVERSITY OF MAINE SYSTEM; UNIVERSITY SERVICES:RISK MGMT 46 UNIVERSITY DRIVE/ ROBINSON HALL AUGUSTA, ME 04330</b>	
<b>AGENT (Clause 71)</b>	<b>CROSS INSURANCE PO BOX 1388 BANGOR, ME 04402</b>	<b>AGENCY CODE 3606752</b>
<b>INSURER</b>	<b>THE HANOVER INSURANCE COMPANY</b>	
<b>POLICY NUMBER</b>	<b><u>IHP A998992 06</u></b>	
<b>GOODS INSURED (Clause 3)</b>	Goods of every description incidental to the Insured's business consisting principally of, but not limited to <b>GENERAL MERCHANDISE</b>	
<b>ATTACHMENT DATE (Clause 9)</b>	<b>08/01/2022</b> , 12:01 a.m. Standard Time at the mailing address shown on the Marine Open Cargo Policy Declarations and to remain in force continuously thereafter until cancelled.	
<b>CANCELLATION (Clause 9)</b>	<b>30</b> days	
<b>GEOGRAPHICAL LIMITS</b>	To be insured lost or not lost, except to the extent coverage is prohibited by United States of America law, or United States of America governmental decree, at and from ports and/or places in the World to ports and/or places in the World, including the risk of transshipment by land, air, water or otherwise; including inter coastal and coastwise shipments via water. <ul style="list-style-type: none"> <li>• <b>INCLUDING</b> over land shipments worldwide _____</li> <li>• <b>INCLUDING</b> over land shipments beginning and ending within the 48 contiguous states of the United States, the District of Columbia and Canada.</li> </ul>	
<b>PREMIUM (Clause 5)</b>	\$ _____	Annual Deposit Premium
	\$ _____	Minimum Premium
	<b>\$1,697</b>	Annual Premium
	<b>\$EXCLUDED</b>	Terrorism (TRIA)
	_____	
	<b>\$1,697</b>	TOTAL DUE AT INCEPTION
<b>PAYMENT PLAN</b>	<b><u>DIRECT BILL</u></b>	
<b>SCHEDULE OF RATES</b>	Marine	FLAT per \$100 estimated annual N/A of \$N/A
	War	FLAT per \$100
	Inland Transit	FLAT per \$100
	Storage	N/A per \$100 of reported values
<b>REPORTING METHOD</b>	<b>NONE</b>	

<b>VALUATION (Clause 8)</b>	As per Policy Form except as follows:	
<b>LIMITS OF LIABILITY (Clause 13)</b>	<p><b><u>TRANSIT</u></b></p> <p>\$100,000                      Any one vessel or connecting conveyance or in any one place at any one time, EXCEPT:</p> <p>\$10,000                      In respect to goods shipped On Deck - any one vessel subject to an On Deck Bill of Lading</p> <p>\$100,000                      Any one aircraft or connecting conveyance</p> <p>\$100,000                      Any one inland conveyance</p> <p>\$100,000                      Any one barge</p> <p>\$100,000                      Any one package shipped by 1st class or registered mail and/or government issued parcel post</p> <p>\$NOT COVERED              Any one salesperson – salesperson’s samples</p> <p>\$100,000                      Any one messenger as a connecting conveyance</p> <p>\$100,000                      Any one package via Federal Express or similar package or courier service</p> <p>\$</p> <p><b><u>STORAGE – Per Occurrence/Per Location</u></b></p> <p>\$NOT COVERED              While at</p> <p>\$                                      While at</p> <p>\$                                      While at</p> <p>\$                                      While at</p> <p>\$                                      While at</p> <p>\$NOT COVERED              While at any one Unscheduled Warehouse</p> <p>\$NOT COVERED              Flood perils – per occurrence/annum</p> <p>\$NOT COVERED              Windstorm perils – per occurrence/annum</p> <p>\$NOT COVERED              Earthquake perils – per occurrence/annum</p> <p>\$</p>	
<b>DEDUCTIBLES (Clause 14)</b>	<p>\$1,000              Transit – per occurrence, except:</p> <p>\$</p> <p>\$NOT COVERED              Salesperson’s Samples – per occurrence</p> <p>\$NOT COVERED              Storage – per occurrence, except</p> <p>\$NOT COVERED              Flood – each location, per occurrence</p> <p>\$NOT COVERED              Windstorm – each location, per occurrence</p> <p>\$NOT COVERED              Earthquake – each location, per occurrence</p> <p>\$</p>	

<b>AVERAGE TERMS (Clause 7)</b>	As per Policy Form except as follows:
<b>FORMS AND ENDORSEMENTS</b>	OM442-1048 06 09 Marine Open Cargo Policy Declarations OM442-1049 06 09 Marine Open Cargo Policy Index OM442-1050 06 09 Marine Open Cargo Policy OM442-1052 06 09 War Risk Open Policy (Ocean Cargo) OM442-1051 06 09 Strikes, Riots & Civil Commotions Endorsement OM442-1053 06 09 Chemical, Biological, Bio-Chemical, Electromagnetic Terrorism Exclusion OM442-1054 06 09 U.S. Economic and Trade Sanctions Clause OM442-1055 06 09 Ocean Cargo Claims Reporting SIG 1100 11 17 Signature Page – Hanover 231 0862 12 14 Privacy Policy 401 1377 06 20 Address Listing OM442-1063 02 10 Minimum Earned Premium 401 1374 01 15 Offer Disclosure Pursuant to Terrorism Risk Insurance Act OM442-1070 02 10 Exclusion of Certified Acts of Terrorism OM442-1072 02 10 Notice - Offer of Terrorism Coverage
<b>SUBJECTIVITIES</b>	NONE

Countersigned By: Authorized Representative

# Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

## Privacy Policy Disclosure

### **Collection of Information**

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at [www.hanover.com](http://www.hanover.com).

### **Disclosure of Information**

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

### **Safeguards to Protect Your Personal Information**

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

### **Internal Access to Information**

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

### **Consumer Reports**

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

### **Access to Information**

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

### **Correction of Information**

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

### **Our Commitment to Privacy**

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at [www.hanover.com](http://www.hanover.com).

### **Further Information**

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

### **Producer Compensation Disclosure**

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at [www.hanover.com](http://www.hanover.com).

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR MARINE OPEN CARGO POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT, AS AMENDED.**

Policy Number: IHP A998992 06

**NOTICE - OFFER OF TERRORISM COVERAGE  
NOTICE - DISCLOSURE OF PREMIUM**

Coverage for "acts of terrorism," as defined in Section 102(1) of the Terrorism Risk Insurance Act ("Act") is included in your policy. You are hereby notified that under the Act, as amended in 2007, the definition of act of terrorism has changed. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Your policy, however, may contain other exclusions which might affect your coverage, such as an exclusion for Chemical, Biological, Bio-Chemical, and Electromagnetic events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

DISCLOSURE OF \$100 BILLION CAP

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Premium for terrorism, if any, is stated below:

DISCLOSURE OF PREMIUM

Total Terrorism Premium \$100

Countersigned By: \_\_\_\_\_  
Authorized Representative Signature



THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### Schedule

<b>Disclosure of Premium:</b>	
Total Terrorism Premium	<b>\$ 100</b>
Fire Following Premium	<b>\$ WAIVED</b>
Other than Fire Following Premium	<b>\$ 100</b>

### Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from “acts of terrorism” defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

### **Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:**

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

### Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

**Cap on Insurer Participation in Payment of Terrorism Losses**

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. 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.

**Rejection of Terrorism Insurance Coverage**

- I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Applicant/Policyholder Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**HANOVER INSURANCE COMPANY**  
\_\_\_\_\_

**Insurance Company**

**IHP A998992 06**  
\_\_\_\_\_

**Quote or Policy Number**

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**MARINE OPEN CARGO POLICY**  
**No. IHP A998992 06**  
of  
**The Hanover Insurance Company**  
(Hereinafter referred to as “The Hanover”)

In consideration of premium paid or payable, and in reliance on the information and representations provided to The Hanover or its agents and subject to the terms, conditions and warranties of the policy, The Hanover will provide the coverage set forth herein:

**1. INSURED**

“**As Per Declaration Page**” and its subsidiary, affiliated and interrelated companies, and joint ventures, as their respective interests may appear (hereinafter referred to as the “Insured”).

**2. LOSS PAYABLE**

Loss, if any, payable to Insured or Order.

**3. GOODS INSURED**

The interests insured under this policy are:

- A. goods of every description incidental to the Insured's business consisting principally of, but not limited to “**As Per Declaration Page**” and including prepaid freight and/or advanced freight and/or guaranteed freight “vessel lost or not lost” (Under and/or On Deck) shipped by or consigned to the Insured, its agents or others,
- B. The Insured's own goods and
- C. goods of others in which the Insured may have an interest.

Also to cover shipments of goods for the account of others on which the Insured agrees or receives instructions to or is under obligation to insure (whether by arrangements, understandings, agreements or otherwise) or has a right to insure.

**4. GOODS NOT INSURED**

This policy does not insure:

Accounts, bills, deeds, evidences of debt, notes, securities, currency, money, coins, stamps, jewelry, precious stones, fine arts, bullion, specie or other precious metals, livestock, live animals and live plants.

**5. PREMIUM**

This policy is issued in consideration of Annual Deposit Premium payable at rates and terms “**As Per Declaration Page**”. This deposit shall be due and payable and payment made within 30 days of the invoice date.

A new deposit will be determined for each succeeding year prior to the anniversary of the policy.

The Insured shall report to The Hanover at anniversary, or as soon as possible thereafter, the actual sales or values stated in the policy as the applicable rating basis for the period and the earned premium shall be calculated thereon.

In the event the earned premium is in excess of the deposit, the Insured shall remit the additional premium to The Hanover.

If this policy is cancelled prior to anniversary, the Insured shall render a final report of values or sales up to the date of cancellation. The premium shall be calculated by applying the rate for the policy period to the final actual values or sales. If the calculated premium is less than the prorated minimum premium, then no return premium is due.

## 6. PERILS

Touching the adventures and perils which The Hanover is contented to bear, and takes upon itself, in this voyage, they are of the seas, fires, jettisons, assailing thieves, barratry of the Master and Mariners, and all other like perils, losses and misfortunes that have or shall come to the hurt, detriment or damage of the said goods, or any part thereof except as may be otherwise provided for herein or endorsed hereon.

## 7. AVERAGE TERMS

- A. Goods insured as per Clause 3, are insured against all risks of direct physical loss or damage from any external cause, except those risks as may be excluded by the Paramount Warranties and/or other warranties or exclusions specified in this policy unless covered elsewhere herein.
- B. Shipments "On Deck" of an ocean vessel without the knowledge and consent of the Insured and subject to an "Under Deck" Bill of Lading are insured subject to the same insuring conditions as in Clause 7A and all other terms, conditions, rates and limits of liability as set forth in this policy for "Under Deck" shipments.
- C. Shipments "On Deck" and subject to an "On Deck" Bill of Lading (unless otherwise specifically provided for herein) are insured Free of Particular average unless caused by the vessel stranding, sinking, burning, collision or contact of the vessel or craft with any external substance (ice included) other than water, but losses by jettison or washing overboard shall be paid irrespective of percentage.

## 8. VALUATION

The goods insured under this policy shall be valued at:

- A. If sold, net selling price. Net selling price is defined as selling price less any customary discounts and/or unincurred costs.
- B. If not sold, the total amount of the last invoice issued pertaining to the insured shipment (including all charges invoiced therein), plus all charges not included in such invoice, including any prepaid or advanced or guaranteed freight, if any plus 10%.
- C. Goods shipped without invoice valued at replacement cost, if replaced. If not replaced, valued at actual cash value.
- D. Used goods shall be valued at replacement value with like kind and quality. If unable to be replaced with like kind and quality then at actual cash value.
- E. If declared prior to shipment, as declared in writing prior to shipment.

Foreign currency to be converted into dollars at bankers' sight rate of exchange applicable to each invoice and/or credit and/or draft.

## 9. ATTACHMENT AND CANCELLATION

To attach on each shipment made on and/or after "**As Per Declarations Page**", and to remain in force continuously thereafter until cancelled.

Subject to thirty (30) days written Notice of Cancellation, at last known address, by either party for Marine Risks.

Subject to forty-eight (48) hours written Notice of Cancellation, at last known address, by either party for War Risks and Strikes, Riots, and Civil Commotions.

Notwithstanding the foregoing, The Hanover may effect ten (10) day written Notice of Cancellation, at last known address, at any time when any premium is past due. Notice, if given, not to apply to any shipment which shall have commenced or goods which have been dispatched prior to issuance of such notice.

#### **10. GEOGRAPHICAL LIMITS - "As Per Declarations Page"**

#### **11. CONVEYANCES**

By iron or steel steamer and/or iron or steel steamers and/or motor vessels and/or metal barges and/or land or air conveyances and all connecting conveyances including shipments by first class or registered mail and/or government insured parcel post.

NOTE: Wherever the words "ship", "vessel", "seaworthiness", "shipowner" or "vessel owner" appear in this policy, they are deemed to include also the words "aircraft", "airworthiness", and "aircraft owner".

Including the risk by craft, raft and/or lighter to and from the vessel. The cargo on each craft, raft and/or lighter to be deemed separately insured. Also to cover any special or supplementary lighterage to take the goods to or from the warehouse. The Insured is not to be prejudiced by any agreement exempting lightermen from liability.

#### **12. NEGLIGENCE**

The Insured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the bills of lading, charter party and/or contract of affreightment or other contract. The seaworthiness of the vessel, as between the Insured and The Hanover, is hereby admitted and the wrongful act or misconduct of the shipowner, charterer, or carrier or his servants causing loss shall not defeat recovery under this policy. With leave to sail with or without pilots and to tow and assist vessels or craft in all situations.

#### **13. LIMITS OF LIABILITY**

Unless otherwise agreed The Hanover shall not be liable under this policy for more than:

**"As Per Declarations Page"** per any one conveyance, connecting conveyance, craft or at any place at any time.

If the total value at risk exceeds the applicable limit of liability provided by this policy, the Insured shall nevertheless report to The Hanover the full amount at risk and shall pay full premium thereon. The acceptance by The Hanover of such reports and premium shall not alter or increase the limits of The Hanover's liability, but The Hanover shall be liable for the full amount of loss up to but not exceeding the applicable limit of liability.

#### **14. DEDUCTIBLE**

A deductible of **"As Per Declarations Page"** shall apply to any one loss (defined as a single accident or occurrence); however, this deductible shall not apply to survey fees, general average, salvage or special charges, loss, damage or expense covered under Sue and Labor, Debris Removal, Total Loss or Constructive Total Loss.

#### **15. EXCLUSIONS**

This policy excludes loss, damage or expense directly or indirectly caused by, contributed to or resulting from:

- A. wear and tear, inherent vice, latent defect or gradual deterioration;
- B. delay, loss of market, loss of use or business interruption;
- C. any of the perils excluded in the Paramount Warranties below including:
  - (i) Free of Capture and Seizure



- (ii) Strikes, Riots and Civil Commotions
- (iii) Extended Radioactive Contamination Exclusion
- (iv) Radioactive Contamination Exclusion (U.S.A. Endorsement)

D. misappropriation, secretion, conversion, infidelity or an dishonest act on the part of the Insured or other party of interest, their employees or agents or others to whom the property may be entrusted (bailees excepted).

## 16. PARAMOUNT WARRANTIES

The following warranties shall be paramount and shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these warranties and expressly assumes the said risks.

### A. F.C. & S. (Free of Capture and Seizure) Warranty

It is warranted that this insurance shall not cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or resulting from:

- (i) Capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- (ii) (a) any weapon of war employing atomic or nuclear fission and/or fusion and/or other reaction or radioactive force or matter or (b) any mine or torpedo, whether in time of peace or war.
- (iii) All consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
- (iv) The consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.

### B. SR & CC (Strikes, Riots and Civil Commotions) Warranty

It is warranted that this insurance shall not cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or resulting from:

- (i) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorders;
- (ii) vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

### C. Extended Radioactive Contamination Exclusion

It is warranted that this insurance shall not cover loss, damage, liability or expense directly or indirectly caused by, or contributed to, or resulting from:

- (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear

fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**D. Radioactive Contamination Exclusion (U.S.A. Endorsement)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions and a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 16C(i), 16C(ii), 16C(iii), and 16C(iv) of the Extended Radioactive Contamination Exclusion Clause any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

**17. CONTAINER**

Goods shipped on board the ocean vessel in containers are insured subject to the provisions of this policy applying to under deck shipments, even though such containers be stowed on deck, provided such goods are not subject to an on deck bill of lading signed by the Insured.

**18. ACCUMULATION**

In the event of an accumulation of interests beyond the limits expressed in this policy by reason of any interruption of transit and/or occurrence beyond the control of the Insured, and/or by reason of any casualty at a transshipping point and/or on any connecting conveyance, this policy shall attach for the full amount at risk, but in no event for more than twice the policy limit as expressed in Clause 13, provided notice be given The Hanover as soon as known to the Insured.

**19. WAREHOUSE TO WAREHOUSE AND MARINE EXTENSION**

- A. This insurance attaches from the time the goods leave the warehouse at the place named in the policy, certificate or declaration for the commencement of transit and continues during the ordinary course of transit, including customary transshipment, if any, until the goods are delivered to the final warehouse at the destination named in the policy, certificate or declaration or a substituted destination, or until expiry of fifteen (15) days, or thirty (30) days if the destination to which the goods are insured is outside the limits of the port, whichever shall first occur as provided in paragraph C hereunder.
- B. This insurance specifically covers the goods for perils insured against during:
  - (i) deviation, delay, forced discharge, reshipment and transshipment
  - (ii) any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.
- C. In the event of the exercise of any liberty granted to the shipowner or charterer under contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold, but are forwarded to the original destination or to any other destination, this insurance continues until the goods have arrived at the final warehouse.
- D. If while this insurance is still in force and before the expiry of fifteen (15) days from midnight of the day on which the discharge overseas of the goods insured from the overseas vessel at the final port of discharge is completed, the goods are resold (not being a sale within the terms of paragraph C) and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until expiry of the aforementioned fifteen (15) days, whichever shall first occur. If a sale is effected after the expiration of the aforementioned fifteen (15) days and this insurance is still in force, by virtue of a "held covered" provision, the protection afforded hereunder shall cease at the time of sale.

- E. Held covered at a premium to be arranged in case of change of voyage or any omission or error in the description of the goods insured, vessel or voyage.
- F. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Insured.

## **20. SOUTH AMERICA**

With respect to all shipments to South America and notwithstanding anything contained elsewhere herein to the contrary (particularly the Warehouse to Warehouse and Marine Extension Clause) the insurance provided hereunder shall continue to cover for sixty (60) days (ninety (90) days for shipments via the Magdalena River) after completion of discharge from the overseas vessel at port of destination or until the goods are delivered to the final warehouse at destination, whichever may first occur, and shall then terminate.

The time limit referred to above to be reckoned from midnight of the day on which the discharge of the overseas vessel is completed.

## **21. LANDING, WAREHOUSING, FORWARDING**

It is agreed The Hanover will pay landing, warehousing, forwarding and special charges for the shipment covered when they are incurred by reason of damage to the cargo or the vessel, conveyance or the voyage being interrupted due to a peril insured against, or as a result of insolvency or financial default of the owners, charterers, managers or operators of the vessel.

In such circumstances and notwithstanding any average warranty contained elsewhere in this policy, The Hanover will also pay:

- A. any partial loss or damage to the shipment arising from any loading, transshipment, forwarding or discharge and
- B. the full insured value of any package, piece or unit in the shipment which is totally lost in loading, transshipment, forwarding or discharge, including loss of and damage to any such package, piece or unit which may be reasonably attributed to discharge at a port of distress.

## **22. CONSOLIDATION**

In conjunction with and in addition to the terms of the Warehouse to Warehouse and Marine Extension Clause, it is agreed the policy will cover goods insured while temporarily stored and/or held incidental to transit prior to final destination for the purposes of export packaging, consolidation into containers, repacking or deconsolidation from containers for a period up to thirty (30) days. Held covered in excess of 30 days for an additional premium provided the Insured gives notice thereof to The Hanover as promptly as possible, but in any event prior to the expiry of the original 30 day period.

It is further agreed the policy is extended to cover goods insured while in transit to the place of consolidation, deconsolidation, packing, repacking, containerization or decontainerization and which have been designated for carriage insured under the policy.

## **23. SALESPERSON'S SAMPLES**

**This coverage applies where there is a limit shown for on the Declarations Page attached to this policy.**

This policy is extended to cover salesperson's samples, tools of salespersons, repairers, or other representatives of the Insured but only while in the possession of such salespersons, repairers, or other representatives of the Insured and irrespective of whether such salesperson's samples, tools, and other similar property of the Insured are in transit or otherwise, but excluding while at any owned, leased, or controlled location of the Insured.

Each claim for loss or damage which results from a single loss occurrence shall be adjusted separately and from the amount of each such adjusted claim, the sum of "As Per Declarations Page" shall be deducted.

Warranted that theft from an unattended vehicle is excluded, unless at the time of theft, the windows, doors and compartments of the vehicle are closed and locked, and there are signs that the theft was the result of forced entry.

## 24. STORAGE COVERAGE

**This coverage applies where there is a limit shown for scheduled and/or unscheduled locations on the Declarations Page attached to this policy.**

This policy is extended to cover raw materials, work in progress and finished goods of the Insured or similar property of others for which the Insured is liable while in storage locations worldwide.

**LOCATION DEFINITION:** Any building, tank, dock, wharf, pier, bulkhead or groups thereof bounded on all sides by public streets or open waterways or open land space, each of which shall be not less than fifty feet wide (for the purposes of this definition, any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative unless equipped with fire wall and/or doors or other approved methods whereby the buildings, etc. on either side are currently designated as separate fire areas by qualified fire surveyors).

Unless otherwise provided herein, goods covered hereunder are insured in accordance with Clause 7A Average Terms, except as follows:

In addition to the exclusions set forth elsewhere in this policy, this clause does not insure loss, damage or expense caused by, contributed to, or resulting from:

- A. unexplained loss, mysterious disappearance of inventory shortage, or where there is no direct physical evidence of what happened, except at bailee locations;
- B. water damage to property stored in the open;
- C. loss or damage due to any process or while actually being worked upon and resulting therefrom.

Goods insured hereunder to be valued in accordance with Clause 8, Valuation contained in this policy, plus the actual amount of import duty paid or payable.

The Hanover shall not be liable for more than the limit of liability as described below in any one loss, disaster or casualty.

### **Schedule of Approved Locations and Limit of Liability**

<u>Location</u> "As Per Declarations Page"	<u>Limit of Liability*</u> "As Per Declarations Page"
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\*except that The Hanover's limit of liability with respect to loss or damage caused by:

- A. flood, surface water, waves, tidal water or the overflow of a body of water is \$"**As Per Declarations Page**" per occurrence and per annum;
- B. windstorm, defined as high winds or wind driven rain is \$"**As Per Declarations Page**" per occurrence and per annum;
- C. earthquake is \$"**As Per Declarations Page**" per occurrence and per annum. Earthquake defined as a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or

shifting of rock beneath the surface of the ground from natural causes. An earthquake is further defined to include all related shocks or aftershocks. A single deductible and limit will apply within any 72 hour period.

All claims for loss, damage or expense resulting from any one occurrence or series of occurrences arising out of one event, shall be adjusted as one claim, and from such claim there shall be deducted the sum of \$**“As Per Declarations Page”** or equivalent in any other currency. Each claim for or damage from earthquake shall be subject to a deductible of \$**“As Per Declarations Page”** at each location.

If the total value at risk at any one location exceeds the applicable limit of liability, The Hanover shall in no event be liable for more than the full amount of loss up to but not exceeding the applicable limit of liability.

Permission is hereby granted the Insured to purchase specific insurance in excess of the limits of liability provided herein.

In the event of cancellation of this policy, this storage coverage shall automatically terminate as of the effective date of said cancellation, notwithstanding any in this policy which may provide that cancellation shall not affect any pending risk.

#### **25. DEBRIS REMOVAL**

This insurance also covers expenses incurred by the Insured to remove and dispose of any remainder or residue of the insured goods, including packing materials, which may be occasioned by loss or damage caused by any insured risk.

The Hanover shall not be liable under this Clause for more than 10% of the policy limit of liability set forth on the Declarations page.

The coverage afforded hereunder shall not increase the Limit of Liability set forth on the Declarations page.

Nothing in this Clause, however, shall be construed to extend cover to include any expenses incurred by the Insured to clean up, remove or dispose of the remainder or residue of the insured goods if the Insured is responsible for such clean up, removal or disposal under any pollution statute. Expenses insured by the Insured to accomplish such clean up, removal or disposal are not covered under this policy.

#### **26. REFUSED/RETURNED SHIPMENTS**

In the event of refusal or inability of the Insured or other consignee to accept delivery of goods insured hereunder, this insurance is extended to cover such shipments during delay and/or return or reshipment, or until received by the Insured, or until otherwise disposed of.

#### **27. SUE AND LABOR**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the interest insured, or any part thereof, without prejudice to this insurance, the charges whereof The Hanover shall bear in proportion to the sum hereby insured. It is expressly declared and agreed that no acts of The Hanover or the Insured, in recovering, saving and preserving the property insured, shall be considered a waiver or an acceptance of abandonment.

#### **28. BOTH TO BLAME**

Where goods are shipped under a Bill of Lading containing the so-called “Both to Blame Collision” Clause, The Hanover agrees as to all losses covered by this insurance to indemnify the Insured for this policy’s proportion of any amount (not exceeding the amount insured) which the Insured may be legally bound to pay to the ship owner under such clause. In the event that such liability is asserted, the Insured agrees to immediately notify The Hanover who shall have the right at their own cost and expense to defend the Insured against such claim.

#### **29. INCHMAREE**

This insurance is also specifically to cover any loss of or damage to the interest insured hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, mariners, mates, engineers or pilots.

This clause shall not be construed as covering loss arising out of delay, deterioration or loss of market, unless otherwise provided elsewhere herein.

**30. EXPLOSION**

The risks covered by this policy are to include loss, damage or expense resulting from explosion, howsoever and wheresoever occurring, irrespective of percentage, but excluding the risks excepted by the Paramount Warranties, appearing elsewhere in this policy.

**31. MACHINERY**

When the property insured under this policy includes a machine consisting, when complete for sale or use, of several parts, then in case of loss or damage covered by this insurance to any part of such machine, The Hanover shall be liable only for the proportion of the insured value of the part lost or damaged, or at the Insured's option, for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part; but in no event shall The Hanover be liable for more than the insured value of the complete machine.

**32. FUMIGATION**

In the event of the conveyance and/or location being fumigated by order of a properly constituted authority and loss or damage to the interest insured hereunder arises therefrom, The Hanover agrees to indemnify the Insured for such loss or damage, and the Insured hereby agrees to subrogate to The Hanover any recourse they may have for recovery of such loss or damage from others.

**33. SHORE PERILS**

Unless otherwise agreed, goods insured hereunder while on the docks, wharves, quays or elsewhere on shore and/or during land transportation are also covered against loss, damage or expense caused by fire, sprinkler leakage, lightning, cyclone, hurricane, earthquake, windstorm, hail, landslide, volcanic eruption, flood, rising water, aircraft, objects falling from aircraft, collision, derailment and/or any accident to the conveyance, collapse and/or subsidence of docks, wharves, quays and/or structures notwithstanding any average warranty herein. Nothing in the foregoing shall be construed to include such risks as are excepted by the Paramount Warranties.

**34. LOADING AND UNLOADING**

This insurance is extended to cover, subject to the applicable insuring terms, conditions and warranties set forth elsewhere in this policy, goods intended for shipment:

- A. during the loading process prior to dispatch (including, but not limited to, into containers, trailers and rail cars) and continuing thereafter while they await the commencement of the transit and
- B. after they arrive at the final destination, and continuing thereafter, until they are unloaded (including, but not limited to, from containers, trailers and rail cars) and throughout the unloading process.

**35. DELIBERATE DAMAGE - POLLUTION HAZARD**

This insurance is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This clause shall not increase the limit of liability provided for elsewhere in this policy.

**36. DELIBERATE DAMAGE - SERVICES**

This insurance also covers, notwithstanding the Free of Capture and Seizure warranty specified in this policy, and subject to all other insuring terms, conditions and warranties set forth elsewhere in this policy, physical loss of and damage to the goods arising out of the performance of cargo inspection duties by customs service agents or other duly constituted governmental agencies.

This clause shall not increase the limit of liability provided for elsewhere in this policy.

**37. DUTY AND/OR COLLECT FREIGHT**

This insurance also covers, subject to policy terms of average, the risk of partial loss by reason of perils insured against on the import duties, VAT, and other like charges imposed on property insured hereunder and Collect Freight (unless guaranteed or payable "vessel lost or not lost"), it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, and/or freight shall attach as an additional insurance upon the goods from the time such import duty and/or freight is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this policy shall be applied separately to such increased value.

If required herein, a separate amount shall be reported sufficient to cover the said duty, and/or freight and upon which the rate of premium shall be an agreed percentage of the rate(s) appearing in the rate schedule.

The Insured will, in all cases, use reasonable efforts to obtain abatement or refund of import duties paid or claimed in respect to goods lost, damaged or destroyed. It is further agreed that the Insured shall, when The Hanover so elects, surrender the goods to the Customs Authorities and recover import duties thereon as provided by law, in which event the claim under this policy shall be only for a total loss of the goods so surrendered and expenses.

This insurance on import duty, VAT and other like charges and/or freight shall terminate at the end of the import movement covered under this policy (including the Warehouse to Warehouse and Marine Extension Clauses) and/or Loading/Unloading Clauses) but nothing contained in these clauses shall alter or affect any coverage granted elsewhere in the policy during the storage or transit subsequent thereto.

**38. CONTINGENT COVERAGE (UNPAID VENDOR AND GUARANTEE OF COLLECTIBILITY)**

This policy is extended to cover the contingent interest of the Insured on shipments sold or purchased on terms whereby the Insured is not required to furnish insurance. The contingent interest of the Insured is covered until shipments are delivered to final location at destination in accordance with policy terms or until payment has been received by the Insured, whichever may first occur. The following terms also apply:

- A. In the event of physical loss or damage to goods arising out of a peril insured against and in the event the Insured is unable to obtain payment for said goods from the buyer in the regular course, The Hanover agrees to indemnify the Insured for such loss or damage.
- B. This coverage is to be for the sole account of the Insured and in no event is it to inure the benefit of buyer, other insurer, or any other party.
- C. The Insured shall preserve all of its rights against the buyers, insurers, and other responsible parties, and, upon receipt of payment from The Hanover, shall subrogate to the Insurer all of such rights and shall give all assistance, other than pecuniary, in enforcing them, and in the event of the payment to the Insured from the buyer, Insured shall repay to The Hanover the corresponding amount that may have been paid by The Hanover..
- D. The Insured shall promptly report to The Hanover (in accordance with the Valuation Clause of this policy) shipments covered by this clause and pay any requested premium thereon warranted that the Insured will not divulge the coverage provided by the terms of this clause and to use all reasonable means to collect the full



amount due from the buyer or others. It is agreed that the coverage provided under the terms of this clause shall be subject to the applicable terms, conditions, and warranties of this policy.

**39. F.O.B., FAS., ETC., SHIPMENTS**

This insurance is extended to cover goods sold by the Insured on F.O.B., F.A.S., Cost and Freight or similar terms whereby the Insured is not obligated to furnish marine insurance. This policy attaches subject to its terms and conditions and continues until the goods are loaded onto the primary conveyance or until the Insured's interest ceases.

**40. GENERAL AVERAGE**

General Average, Salvage and Special Charges payable according to United States laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with the contract of affreightment.

The Hanover agrees to pay General Average, Salvage and Special Charges in full, irrespective of insured and contributory values, but in no event for more than the limits of liability provided for in this policy.

**41. NON DELIVERY**

In the event the goods insured are overdue and unaccounted for, for a period of thirty (30) days, The Hanover will consider the said shipment, in whole or in part, a recoverable loss hereunder.

**42. SUBROGATION**

It is agreed that upon payment of any covered loss, damage or expense, The Hanover is to be subrogated to all the rights of the Insured, to the extent of the payment made, against the carrier, bailee, or other third party, which may be liable for the loss, damage or expense. The Hanover's subrogation rights against third parties may be asserted in the name of the Insured. However it is agreed that no right of subrogation, except through General Average adjustment, shall be made against any Insured named in the policy.

**43. WAIVER OR RELEASE**

Privilege is hereby granted the Insured to ship goods covered by this policy under released or limited bills of lading, shipping receipts or other contracts of affreightment without prejudice to this insurance, provided such acceptance is made prior to any known or reported loss or accident.

**44. SIGHT DRAFT EXTENSION**

This policy is extended to cover shipments insured hereunder and made under sight draft, time draft, or open account while temporarily delayed in the country of destination for not exceeding sixty (60) days from date of arrival at destination, or until draft is paid or until delivered to buyer's warehouse or other warehouse designated by the buyer, whichever may first occur.

Held covered for an additional period of time to be agreed at additional premium to be named, provided the Insured gives notice of all shipments so held as soon as it becomes known to the Insured.

**45. NOTICE OF LOSS / PAYMENT OF LOSS**

In the event of loss or damage which may give rise to a claim under this policy, prompt notice must be given to The Hanover in writing.

In case of loss or damage recoverable under this policy, such loss will be paid in thirty (30) days after The Hanover's or its authorized settling agent's acceptance of proof of loss, proof of interest, and adjustment thereof.

Notwithstanding the foregoing, where proof of loss has been established and only the final amount of claim cannot be determined within the thirty days, The Hanover may advance as a loan to the Insured an agreed amount not to exceed 75% of the provisional claim amount. Any amount so advanced in excess of the final claim amount is to be refunded to The Hanover by the Insured.

It is also agreed that claims for loss of or damage to insured goods falling within the scope of this policy which amount to less than \$2,500 as adjusted, shall be paid by The Hanover within 10 days following the submission of the following applicable supporting documents:

- (a) bill of lading or air waybill or warehouse receipt;
- (b) commercial invoice;
- (c) claim against carrier/warehouse/other responsible party;
- (d) certificate of insurance, if applicable
- (e) any writing stating that a loss has occurred, e.g., (but without limitation) statement of claim from the Insured or its customer, or exceptions taken on delivery if included with original submission or customer credit memo.

**46. PARTIAL LOSS**

A recoverable loss hereunder to be adjusted on a salvage loss basis or at the Insured's option, by a separation of the damaged portion of the insured goods from the sound as determined by a survey or as agreed to by The Hanover.

If the percent of damage as determined by survey is disputed, then by public sale of such damaged portion for the account of the owner of the goods and by comparison of the amount so realized with the sound market value.

**47. CONSTRUCTIVE TOTAL LOSS**

No recovery for a Constructive Total Loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value when the expenditure had been incurred.

**48. LABELS**

In case of damage from perils insured against affecting labels, capsules or wrappers, The Hanover, if liable therefore under the terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall The Hanover be liable for more than the insured value of the damaged goods.

**49. BRANDS AND TRADEMARKS**

In case of damage from perils insured against to property bearing a brand or trademark, the sale of which in any way carries or implies a guarantee to a supplier or the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands or trademarks. The cost of such removal to be borne by The Hanover.

**50. CONTROL OF DAMAGED GOODS**

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage to goods insured under this policy, the Insured is to retain control of all damaged goods. The Insured, however, agrees wherever practicable to recondition and sell such goods after removal of all brands and trademarks.

Where the disposal or sale of such damaged goods is, in the opinion of the Insured, detrimental to its interest (or where the Insured is unable to sell or dispose of under its agreement with any trade association), such damage may be treated as a constructive total loss and the Insured shall dispose of the damaged goods to the best advantage, underwriters being entitled to such proceeds, or they shall be destroyed in the presence of a representative of The Hanover and the Insured.

In the event of damage to goods covered under this policy and said goods are to be sold as salvage, the Insured shall have the right of first acceptance of the damaged goods providing that its offer is fair and reasonable in the opinion of The Hanover.

**51. EXPEDITING EXPENSE**

- A. Coverage is provided for the reasonable and necessary additional costs incurred following a covered loss to obtain repairs on an expedited basis. These costs are limited as follows:
- (i) The additional cost to ship replacement property or replacement parts by express freight;
  - (ii) The increased costs of repairs due to the cost of overtime labor to effect repairs more quickly than would otherwise have been possible;
  - (iii) The increased costs to obtain replacement documentation and customs clearance more quickly than would otherwise have been possible;
  - (iv) The costs to fly repair personnel to a repair site in order to effect repairs on the site;
  - (v) The accommodation expenses incurred by repair personnel repairing property which is damaged, and covered hereunder, while being repaired on site.
- B. The costs referred to in A(iv) and A(v) above shall only be recoverable if capable repair personnel cannot be obtained locally.
- C. This coverage is applicable immediately upon discovery of loss with respect to goods sustaining physical damage.
- D. The Limit of Liability under this clause is \$50,000 and is in addition to any other limit of liability that may be provided by this policy.

## 52. AUTHORITY

Authority is hereby given the Insured to issue and countersign The Hanover's certificates (Special Marine Policies), including endorsements thereto, on any and/or all shipments insured hereunder, but only subject to the terms and conditions of this policy, it being understood and agreed that all certificates and/or endorsements shall be countersigned by a duly authorized representative of the Insured. Shipments on which certificates are not required may be reported by special declaration forms furnished to the Insured.

It is a condition of this policy that the Insured shall declare to "**See Declarations Page**" as Agent/Broker for the Insured, for transmission to The Hanover, as soon as practicable, unless otherwise agreed, copies of all certificates and/or Special Marine Policies, declarations and endorsements for each and every shipment coming within the terms of this policy, whether arrived or not.

When required by the commercial documents or letter of credit, or when requested by the Insured's customer, the Insured is granted permission to make the American Institute Cargo Clauses or London Institute Cargo Clauses applicable to Special Marine Policies where said Institute Cargo Clauses are no broader than the insuring terms provided by this policy.

It is agreed that with respect to certificates of insurance issued with no deductible amount, The Hanover hereby agrees to pay the claim in full for loss or damage covered hereunder and the original Insured named herein agrees to reimburse The Hanover for any policy deductible amount so paid.

## 53. OTHER INSURANCE

- A. If an interest insured hereunder is covered by other insurance which attached prior to the coverage provided by this policy, then The Hanover shall be liable only for the amount in excess of such prior insurance.
- B. If an interest insured hereunder is covered by other insurance which attached subsequent to the coverage provided by this policy, then The Hanover shall nevertheless pay to the full extent of liability under this insurance without right to claim contribution from said subsequent insurance.
- C. If an interest insured hereunder is covered by other insurance which is attaching on the same date as the coverage provided by this policy, insurance shall be deemed simultaneous and The Hanover shall be liable only for the prorata contribution to the loss or damage as the amount insured hereunder bears to the aggregate of such simultaneous insurance.

D. If The Hanover is relieved of liability by this clause, The Hanover will either:

- (i) return premium charged hereunder equivalent to the cost of the other insurance at the agreed policy rate of The Hanover or
- (ii) retain the premium and insure against any difference in conditions which may make other insurance less favorable than coverage which would have been provided by The Hanover.

In no event will The Hanover be liable for larger amount insured by the application of this clause than it would be liable for if there was no other insurance. In no event shall the amount insured exceed the agreed limits of this policy.

**54. MISREPRESENTATION AND/OR FRAUD**

This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning the subject of this insurance or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

**55. FRAUDULENT BILLS OF LADING**

This policy also covers direct physical loss or damage through the acceptance by the Insured, its Agents or the shipper of fraudulent bills of lading, shipping receipts, messenger receipts, or other shipping documents.

Also physical loss or damage caused by the utilization of legitimate bills of lading and/or other shipping documents without the authorization and/or consent of the Insured or its agents.

**56. CARRIER OR BAILEE**

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

**57. ASSIGNMENT AND IMPAIRMENT OF RECOVERY**

Warranted that any assignment of this policy or insurable interest herein or subrogation rights hereunder to any party, without written consent of The Hanover, shall void the insurance so affected.

**58. CONTAINER DEMURRAGE CHARGES**

In the event the Insured is instructed by The Hanover to hold an intermodal container and as result, the Insured is assessed a late penalty and/or demurrage charges for holding the container past the due date, The Hanover will pay the late penalties and/or demurrage charges. The amount The Hanover will pay shall be the charges assessed from the time The Hanover directs the Insured to hold the container until the time The Hanover informs the Insured that the container can be released.

**59. CONCEALED DAMAGE**

Should delay occur in opening of packages and/or cargoes and/or cases after arrival of the goods at destination, as provided for in the policy, and damage found when packages are eventually opened, but not later than ninety (90) days after arrival at location or warehouse at destination, such damage shall be deemed to have occurred during the currency of this insurance provided that the damage may have reasonably occurred during the insured transit. Claims on such goods to be adjusted and paid by The Hanover in the same manner as though the packages had been opened immediately upon their arrival.

If damage is discovered after the 90 day period, but the damage occurred during the period of coverage under this policy, the burden to show when the damage occurred shall revert to the Insured.

Packages showing evidence of damage are to be opened immediately upon arrival at destination and exceptions noted on the carrier's receipt(s).

Nothing herein, however, shall be construed to limit the coverage already provided particularly but not limited to the "Warehouse to Warehouse and Marine Extension Clause" of the policy.

**60. SHORTAGE FROM INTERMODAL CONTAINER**

If insured property which is shipped in fully enclosed containers, vans, or lighters aboard ships is insured against physical loss or damage by theft, such coverage shall include the unexplained disappearance of packages or other shipping units from such containers, vans or lighters aboard ship whether or not their original seals are intact upon arrival at the insured destination.

It is a condition of this insurance that the Insured shall not reveal the existence of the coverage provided by this clause to anyone other than an employee of the Insured. Any violation of this condition shall void the coverage otherwise provided herein in respect to any shortage from such containers, vans, or lighters aboard ship which arrive at the insured destination with their original seals intact and provided there is valid documentary evidence to substantiate the quantity loaded into the container.

**61. INSUFFICIENCY OF PACKAGING**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, The Hanover hereby agrees that it will not assert such alleged insufficiency or unsuitability as a defense against the claim in any case where the packing or preparation was carried out by a party other than the Insured and the insufficiency or unsuitability arose without the Insured's privity or knowledge. For the purpose of this clause, "packing" shall be deemed to include, but not limited to, stowage in a container, trailer, railcar or liftvan.

**62. PAIR AND SET**

It is agreed that the loss and/or damage to any one item of the goods insured hereunder which consists of items in a pair or set, shall constitute a total loss of such pair and set.

**63. BROKEN LOTS AND/OR SIZE RANGES**

A. It is hereby understood and agreed that with respect to goods customarily produced and/or held for sale in lots, sizes or color ranges, if any part or parts of such of lots, sizes or color ranges are physically lost or damaged by an insured peril resulting in the remaining part or parts being unmerchantable as complete units, then The Hanover will pay subject to limits stated herein the difference between:

- (i) the amount for which it would be liable if all parts had been physically lost or damaged; and
- (ii) the realizable value of the remaining undamaged parts.

B. Further, if in consequence of any direct physical loss or damage insured hereunder, a full lot or range of sizes or colors (provided such goods are customarily sold by the Insured in lots or ranges of sizes or colors) is broken so as to reduce the value of the undamaged goods remaining in such lot or range, then The Hanover will pay the difference between:

- (i) the amount for which it would be liable if all goods in said lots or range of sizes or colors had been physically lost or damaged; and
- (ii) the realizable value of the undamaged goods remaining in said broken lot or range of sizes or colors,

subject to the liability limits stated herein and provided the Insured is unable to reassemble said lots or ranges of sizes or colors from the remaining undamaged goods or from any other source.

No claim shall be payable under this clause unless the Insured has for a period of 21 days from the date of the physical loss or damage made a bona fide effort to replace lost or damaged goods and to refill or complete the lots or range of sizes or colors, which effort the Insured agrees to make. The Hanover may at their option require the Insured to surrender the remaining goods or parts of goods, damaged or undamaged, upon paying or offering to pay

any loss in accordance herewith. The Hanover shall not be liable for more than the applicable limit in this policy with respect any one loss, disaster or casualty under this clause nor in any event for more than the applicable limit specified in this policy with respect to any one direct physical loss.

**64. DIFFERENCE IN CONDITIONS/DIFFERENCE IN LIMITS**

With respect to goods purchased by the Insured on C.I.F. or similar terms, where transit insurance is arranged by the seller or others, this insurance is extended to cover the difference in the terms, conditions and warranties of such other insurance and the terms, conditions and warranties of this insurance, if the goods would otherwise have been insured hereunder.

All goods insured under this Clause shall be valued as per the valuation provisions set forth elsewhere in this policy.

It is noted and agreed that where the Insured is obliged by legislation or otherwise to arrange transit insurance locally, it shall continue to have the full benefit and protection of this insurance for any difference between this insurance and the terms, conditions and warranties in the insurance arranged locally..

It is agreed that nothing in this Clause shall be construed to extend the obligation of The Hanover to pay more than the limit(s) of liability set forth **“As Per Declarations Page”**.

It is a condition of this specific coverage provided by this Clause that where coverage is based on reported values or sales, reports are required to be submitted.

**65. INTERRUPTION OF TRANSIT OF DAMAGED GOODS**

It is agreed that goods taken out of ordinary transit upon instructions of surveyors appointed on behalf of The Hanover for the purposes of establishing loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without the payment of any additional premium or advice to The Hanover, during such interruption or suspension of transit until disposed.

**66. ERRORS AND OMISSIONS**

It is agreed this insurance shall not be prejudiced by an unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest, vessel or voyage, if prompt notice is given to The Hanover as soon as said delay and/or omission becomes known to the Insured.

**67. DEVIATION**

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, or by deviation, over carriage, change of voyage, transshipment or any other interruption of the ordinary course of transit from causes beyond the control of the Insured. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to The Hanover as soon as known to the Insured and any additional premium paid as charged.

**68. DROP SHIPMENTS**

The policy is extended to cover shipments where the Insured has an insurable interest and arranges for shipment but may never take actual title or possession of the goods.

**69. NORTH AMERICAN CLASSIFICATION CLAUSE**

Applying to shipments per steamers and/or motor vessels only.

A. OCEAN VESSELS: Per regular line iron or steel steamers and/or motor vessels operating in their regular trade which are not over 20 years of age (but 15 years with respect to Bulk, Tank and/or Ore/Oil vessels) nor less than 1,000 net register tons (NRT) and which are classed A-1 American Record or 100A-1 Lloyd's Register or equivalent, but excluding vessels built:

- (i) during World War II or
- (ii) for military or Naval service.

Also, per other iron or steel steamers or motor vessels which are not over 20 years of age (but 15 years with respect to Bulk, Tank and/or Ore/Oil vessels) nor less than 1,000 net register tons (NRT) and which are classed A-1 American Record or 100A-1 Lloyd's Register or equivalent.

- B. **SHIPMENTS ON GREAT LAKES INCLUDING MARITIMES:** Per vessels, built for service on the Great Lakes for carriage and/or storage of grain, approved by the Salvage Association in the United States or by any recognized Classification Society.

For shipments per steamers and/or motor vessels excluded by the above wording, additional premiums shall be payable as per current Cargo Reinsurance Association Bulletin or subsequent amendments thereto.

The above provisions shall not, however, prejudice any claim hereunder, when presentation of the advice of such claim to The Hanover is the first indication that a transshipment, beyond control of the Insured, has been made by a vessel which is not covered above, provided the appropriate additional premium is paid as soon as practicable thereafter.

**70. INSPECTION OF RECORDS**

The Hanover and/or its representative shall have the privilege at any time during business hours to inspect the books and records of the Insured as respects the subject matter of this insurance both during the term of this policy and for 12 months after its termination.

**71. BROKERS OR AGENTS**

It is understood that for the purposes of this insurance the Insured's Broker of Record is "**As Per Declarations Page**".

It is a condition of this policy that the brokers, or any substituted brokers, shall be deemed to be exclusively the agents of the Insured and not of The Hanover in any and all matters related to, connected with, or affecting this insurance. Any notice given or mailed by or on behalf of The Hanover to the above brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to the Insured.

**72. SUIT AGAINST THE HANOVER**

No suit or action by the Insured against The Hanover shall be commenced unless the Insured shall have complied in full with all the terms and conditions of this policy, nor unless same shall be commenced within twelve (12) months after the happening of the loss or damage, provided that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then no such suit or action shall be sustainable unless commenced within the shortest limitation of time permitted by the laws of such state.

**73. CHOICE OF LAW AND JURISDICTION**

It is agreed that this policy, including any endorsement(s), is a contract of marine insurance protecting against marine risks and has been applied for, priced and underwritten as such. This contract of marine insurance and the rights and obligations of The Hanover and the Insured hereunder shall be governed and construed in accordance with federal maritime common law of the United States. In the absence of controlling federal maritime common law of the United States, the law of the state of New York shall apply, irrespective of any principles of choice of law.

Any suit, action or proceeding arising out of or based upon this policy shall be instituted in the United States District Court for the Southern District of New York or the United States District Court in the district in which this policy was issued. Each party to this contract submits to the exclusive jurisdiction of such courts in any suit, action or proceeding and waives any objection to venue of any suit, action or proceeding in the said courts.

**74. CAPTIONS**

The captions to the clauses set forth herein are for reference purposes only and shall not be deemed to form part of this policy.

**75. REQUIRED BY LAW**

Any provisions required by law to be stated in this policy by The Hanover are deemed to be stated herein.



## WAR RISK OPEN POLICY (CARGO)

Policy No. **IHP A998992 06**  
of The Hanover Insurance Company  
Worcester, Massachusetts

THIS POLICY OF INSURANCE WITNESSETH, that in consideration of premiums as agreed to be paid, The Hanover does make insurance and cause **UNIVERSITY OF MAINE SYSTEM** lost or not lost, for account of whom it may concern, against War Risks only, in accordance with the terms and conditions hereinafter set forth.

To apply to shipments made on or after **08/01/2022**

**The Hanover shall not be liable hereunder for more than \$100,000 any one vessel / aircraft.**

In cases where the total value(s) at risk on any one vessel exceed(s) the limit of liability as set forth in this policy, the Insured agrees, nevertheless, to report to The Hanover full value(s) at risk and to pay premium thereon at the agreed rates. The Insured further agrees that acceptance of such reports and premium by The Hanover shall not serve to revoke or to overrule the limit of liability set forth in this policy; however, subject to the limit of liability, The Hanover in accepting these reports does agree to pay partial losses covered by this policy without reduction by reason of any coinsurance which otherwise may have existed in the absence of this special agreement.

Subject to the provisions of Clause 4 of this policy, should there be an accumulation of interests exceeding the above limit of liability by reason of any interruption of transit beyond the control of the Insured or by reason of any casualty, and/or after the interests have been discharged from the incoming overseas Vessel at an intermediate port or place for on-carriage from that or any other port or place by another overseas Vessel, and/or on the on-carrying overseas Vessel, this policy shall attach for the full amount at risk (but in no event for more than twice the policy limit which would be applicable to any one vessel) provided written notice be given to The Hanover as soon as known to the Insured.

This policy shall cover only those shipments which are insured against marine risks under policy No. **IHP A998992 06**, it being agreed that the description of such shipments, the valuations thereof, the voyage, the designation of the overseas vessel (which shall be construed to include aircraft if included under the marine policy) on which the goods are to be carried and the ports and/or places of loading and discharge, as reported under the said policy against marine risks shall be deemed incorporated herein. Notwithstanding the foregoing, this policy shall not cover purely domestic shipments by air between points in the United States of America (excluding Alaska and Hawaii).

Any loss payable hereunder shall be payable in funds current in the United States, to the order of the Insured thirty days after full proofs of loss and proofs of interest have been filed with The Hanover.

1. (a) This insurance is only against the risks of capture, seizure, destruction or damage by men-of-war, piracy, takings at sea, arrests, restraints, detainments and other warlike operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom; the imposition of martial law, military or usurped power, and including the risks of aerial bombardment, floating or stationary mines and stray or derelict torpedoes. Warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the property insured.
- (b) This insurance also covers, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities

acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action

**Page 1 of 3**

would have resulted in a recoverable claim under this policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

2. Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments.
3. This insurance does not cover any loss, damage or expense directly or indirectly arising from, contributed to, or caused by any of the following, whether due to a peril insured against or otherwise:
  - (a) commandeering, preemption, requisition or nationalization by the government defacto or otherwise) of the country to or from which the goods are insured.
  - (b) Seizure or destruction under quarantine, environmental or customs regulations.
  - (c) Delay, deterioration and/or loss of market.
  - (d) Nuclear reaction, radiation or radioactive contamination, regardless of how it was caused.
4. (a) The insurance against the risks enumerated in clause 1, except the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged referred to in (b) below, shall not attach to the interest hereby insured or to any part thereof:
  - (i) prior to being on board an overseas Vessel (For the purpose of this Clause 4 an overseas Vessel shall be deemed to mean a Vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that Vessel);
  - (ii) after being discharged overside from an overseas Vessel at the intended port or place of discharge, or after the expiry of 15 days from midnight of the day of arrival of the overseas Vessel at the intended port or place of discharge, whichever shall first occur;
  - (iii) after expiry of 15 days from midnight of the day of arrival of the overseas vessel at an intermediate port or place to discharge the interest for on-carriage from that or any other port or place by another overseas Vessel, but shall reattach as the interest is loaded on the on-carrying overseas Vessel. During the said period of 15 days the insurance remains in force whether the interest is awaiting transit or in transit between the overseas Vessels.
  - (iv) For the purpose of this Clause 4 arrival at the intended port of place of discharge shall be deemed to mean that time when the overseas Vessel first berths, anchors, moors or is secured in an area subject to regulation by the authorities of such port or place.
- (b) The insurance against the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, attaches as the interest hereby insured is first loaded on a lighter, craft or vessel after leaving the warehouse at point of shipment in transit for the destination declared hereunder, and ceases to attach as the interest is finally landed from the vessel, craft or lighter prior to delivery to warehouse at such destination.
- (c) If the contract of affreightment is terminated at a port or place other than the destination named therein such port or place shall be deemed the intended port or place of discharge for the purpose of this Clause 4.
- (d) Shipments by mail, if covered by this policy are insured continuously from the time of leaving the sender's premises until delivered to the place of address.
- (e) Shipments by air (other than by air mail) if covered by this policy are insured subject to the same terms and conditions as shipments by overseas Vessel.
- (f) It is a condition of this is insurance that the Insured shall act with reasonable dispatch in all circumstances within their control.



- (g) If anything contained in this policy shall be inconsistent with this Clause 4 it shall to the extent of such inconsistency be null and void.
5. This insurance shall not be vitiated by deviation, overcarriage, change of voyage, or by any error or unintentional omission in the description of interest, vessel or voyage provided the same be communicated to The Hanover as soon as known to the Insured an additional premium paid if required.
  6. And in the case of any loss or misfortune, it shall be lawful and necessary to and for the Insured his or their factors, servants and assigns, sue, labor and travel for, in and about the defense, safeguard and recovery of the said goods, and merchandises, or any part thereof, without prejudice to this insurance; nor shall the acts of the Insured or The Hanover, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; and to the charges whereof, the said Company will contribute according to the rate and quantity of the sum hereby insured.
  7. General Average and Salvage Charges payable according to United States laws and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment.
  8. It is agreed that the reports of shipments made under the policy against marine risks mentioned above shall be deemed to be reports under this policy also, and the Insured agrees to pay premium on all shipments insured under this policy at the war risk rates of The Hanover as fixed from time to time.
  9. No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other Vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.
  10. No recovery for a Constructive Total Loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value if the expenditure had been incurred.
  11. It is agreed that this policy is a separate and wholly independent contract and is not subject to any terms or conditions of the policy against marine risks above mentioned (whether physically attached thereto or not) except as such terms or conditions shall have been expressly incorporated herein by reference.
  12. This insurance may be cancelled by either party upon forty-eight hours written, telegraphic or telefaxed notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the terms of Clause 4 hereof prior to the effective date of such notice. Shipments on which this insurance has not so attached but for which, prior to the effective date of such notice, bills of lading have been issued and (in the case of exports) certificates or special policies have been issued and negotiated, shall be covered from the time of loading on the overseas Vessel, as provided in Clause 4, at the rates of The Hanover, provided that, prior to said effective date, such shipments were at the risk of the Insured and were covered under the said policy against marine risks.

In the event of loss which may give rise to a claim under this policy, prompt notice shall be given to The Hanover.

Any provisions required by law to be stated in policies issued by The Hanover shall be deemed to have been stated herein.



American Institute Marine Underwriters  
**STRIKES, RIOTS & CIVIL COMMOTIONS ENDORSEMENT (12A)**  
TRIA FORM  
(January 1, 2008)

To be attached to and form a part of Policy No **IHP A998992 06** of The Hanover Insurance Company

Insuring **UNIVERSITY OF MAINE SYSTEM**

THIS INSURANCE ALSO COVERS:

- (1) Physical loss of or damage to property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions;
- (2) Physical loss of or damage to the property insured directly caused by vandalism, sabotage or malicious acts; and,
- (3) Physical loss of or damage to the property insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional; PROVIDED that any claim to be recoverable under this subsection (3) be not excluded by the Free of Capture & Seizure Warranty Extended Radioactive Contamination Exclusion Clause (Extended RACE Clause) or Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause (CBE Clause) in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection (3) is conditional upon the property insured being in the ordinary course of transit and, in any event, **shall terminate:**
  - (a) As per the Warehouse to Warehouse Clause, Marine Extension Clause, 60 Day South American Clause and any other clauses relating to duration of transit contained in or endorsed onto the Policy; or,
  - (b) on delivery to the consignee's or other final warehouse or place of storage at the destination named herein; or,
  - (c) on delivery to any warehouse or place of storage whether prior to or at the destination named herein, which the Insured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; or,
  - (d) in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the property insured from the vessel at the port of discharge; or,
  - (e) in respect of air transits, on the expiry of 30 days after unloading the property insured from the aircraft at the place of discharge;

**whichever shall first occur.**

Notwithstanding the foregoing, nothing in this clause excludes coverage for insured losses, which are otherwise covered by this insurance, caused by certified acts of terrorism, as defined in the Terrorism Risk Insurance Act (P.L. #107-297), or any subsequent amendments or endorsements to the Act.

While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the U.S. Virgin Islands and Canada, this insurance is extended to cover physical loss of or damage to the property insured directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated.

Nothing in this endorsement shall be construed to cover any loss, damage or expense directly or indirectly arising from, contributed to or caused by any of the following, whether due to a peril insured against or otherwise:

- (a) change in temperature or humidity;
- (b) the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;
- (c) loss of market or loss, damage or deterioration arising from delay;
- (d) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, except limited extent that the acts of certain agents acting secretly have been expressly covered above; or,
- (e) nuclear reaction, radiation or radioactive contamination as per Extended RACE Clause;
- (f) chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material, as per CBE Clause.

The Insured agrees to report all shipments attaching under this cover and to pay premiums therefore at the rates established by the Assurer from time to time.

This endorsement may be canceled by either party upon forty-eight hours written, telegraphic or telefaxed notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder .

Effective with respect to shipments made on or after **08/01/2022**.  
All other terms and conditions remain unchanged.

Dated **06/08/2022**



## **CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

## **U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE**

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.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

## OCEAN CARGO CLAIMS INSTRUCTIONS

The following recommendations will facilitate the adjustment of your loss and protect your rights under the Ocean Cargo policy.

Please remember that unique circumstances of individual claims may require additional documents and/or information.

**FIRST NOTICE OF LOSS** must be immediately given to your insurance broker or agent, to The Hanover Insurance Company, or to our nearest representative.

**DOMESTIC LOSSES – Report to The Hanover Insurance Company:**

E-mail: [firstreport@hanover.com](mailto:firstreport@hanover.com)

Telephone: (800) 628-0250

Fax: (800) 399-4734

**INTERNATIONAL LOSSES – Report to the nearest Claims Settling Agent:**

If there is no settling agent nearby, request the nearest correspondent of the American Institute of Marine Underwriters or Lloyd's Agent

<p><b>UNITED STATES (New York)</b>  W. K. Webster (Overseas) Ltd.  Ph: (+1) 212 269 8220  Fax: (+1) 212 363 9726</p>	<p><b>UNITED KINGDOM (London)</b>  W. K. Webster &amp; Co Ltd.  Ph: +44 (0) 20 – 8300 7744  Fax: +44 (0) 20 – 8309 1266</p>	<p><b>SINGAPORE</b>  W. K. Webster &amp; Co Ltd.  Ph: +65) 6274 2002  Fax: (+65) 6274 3003</p>
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### HOW TO REPORT A CLAIM

1. When accepting delivery of goods from a carrier, it is important to inspect the condition of each package. Any damage to the package or inside the packaging if opened, and/or any shortage should be noted on the original and a copy of the delivery receipt, and you should retain such a copy for your claims file. If a package is delivered in sealed box (for example, in multimodal container) check the condition of the seal and write its number on the delivery receipt and its copy. If a seal is damaged or tampered with, please make a note on the delivery receipt and its copy and continue with the inspection of the cargo within the box.
2. Take steps to prevent further damage.
3. Promptly notify this Company or the nearest claims settling agent as referenced above.
4. Immediately notify all potential responsible parties, which may include carriers (ocean, air, truckers, railroad), stevedores and other parties involved in loading/unloading your cargo, freight forwarders, warehouse owners and operators and others and file a written preliminary claim against such parties as soon as possible. Such a notice must be filed as soon as possible. Some parties require short notices of claim, and not filing timely claim notice with them may lead to inability to collect from them later, even in the case where they are liable for the damage/shortage to your cargo. If necessary, our agent will arrange for a survey of damages.
5. Our agent will provide you with guidance as to what claims documents will be necessary to provide to us for disposition of your claim. Basic documents required, as a rule for cargo losses are:
  - a. Statement of claim
  - b. Bills of Lading, invoices, packing list(s)
  - c. If cargo was in storage, warehouse receipts and/or similar documents evidencing the storage of the cargo and the terms and conditions of that storage.
  - d. Delivery receipts and exceptions
  - e. Copy of claim against carrier and reply, if available
  - f. All negotiable copies of the policy
  - g. Original survey report

h. All other relevant documents

# IMPORTANT INFORMATION ABOUT YOUR INSURANCE COMPANY

The Home Office address for the Insurance Company shown on the policy Declarations page is:

**Allmerica Financial Alliance Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover American Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Allmerica Financial Benefit Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Campmed Casualty & Indemnity Company, Inc.**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**The Hanover Casualty Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of America**  
(A Stock Company)  
808 North Highlander Way  
Howell, MI 48843-1070

**Massachusetts Bay Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of Illinois**  
(A Stock Company)  
333 West Pierce Road, Suite 300  
Itasca, IL 60143-3114

**The Hanover New Jersey Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of the Midwest**  
(A Stock Company)  
9229 Delegates Row, Suite 100  
Indianapolis, IN 46240-3824

**Verlan Fire Insurance Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**Citizens Insurance Company of Ohio**  
(A Stock Company)  
4400 Easton Commons Way, Suite 125  
Columbus, OH 43219-6223

**Nova Casualty Company**  
(A Stock Company)  
440 Lincoln Street  
Worcester, MA 01653-0002

**MARINE OPEN CARGO ENDORSEMENT**

**THIS ENDORSEMENT CHANGES YOUR MARINE OPEN CARGO POLICY**

**PLEASE READ IT CAREFULLY**

**MINIMUM EARNED PREMIUM**

In the event of cancellation of this policy by The Insured, the minimum earned premium is \$1,697.

Minimum earned premium is the minimum premium The Hanover will retain regardless of the cancellation date or nonrenewal date of this policy.

If this policy includes reporting provisions, the reporting provisions remain unchanged.

Countersigned By: \_\_\_\_\_  
Authorized Representative Signature

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR  
MARINE OPEN CARGO POLICY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED**

Policy Number: IHP A998992 06

It is understood and agreed that the Policyholder has been notified previously of the availability of and the price for coverage of "Certified Acts of Terrorism" under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"). As defined in the Act, an "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and to have been 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.

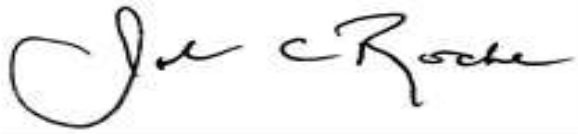
**The Policyholder has opted not to purchase such coverage under this policy.** Any exclusions contained in this policy that apply to Certified Acts of Terrorism have full force and effect.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Countersigned By: \_\_\_\_\_  
Authorized Representative Signature

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

**In Witness Whereof**, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

A handwritten signature in black ink that reads "John C. Roche". The signature is written in a cursive style with a large initial "J" and "R".

John C. Roche  
President

A handwritten signature in black ink that reads "Charles Frederick Cronin". The signature is written in a cursive style with a large initial "C" and "C".

Charles Frederick Cronin  
Secretary





**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 26**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROKER & MAILING ADDRESS AMENDMENT**

This endorsement modifies insurance provided under the following:

- SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
- CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
- ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
- ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that **Item 2.** of the Declarations is amended as follows:

<b>Item 2. Broker &amp; Mailing</b>	Cross Insurance
<b>Address:</b>	491 Main Street
	Bangor, ME 04401

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Marie G. [unclear]", is written over a horizontal line.

Authorized Representative

July 12, 2021  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
 Boston, MA 02116  
 Toll Free: (877) IRON411

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

**SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT  
 (SPILLS)  
 EDU FORM**

**DECLARATIONS**

SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. PLEASE READ IT CAREFULLY.

**Policy Number:** ISPILLSCALAO001      **Renewal of Policy Number:** 003649000

**Item 1. Named Insured & Mailing Address:** University of Maine System Risk Management  
 46 University Drive / Robinson Hall  
 Augusta, ME 04330

**Item 2. Broker & Mailing Address :** CROSS INSURANCE - WAKEFIELD, INC.  
 491 Main Street  
 Bangor, ME 04401

**Item 3. Policy Period**      **Effective:** June 15, 2021      **Expiration:** June 15, 2024  
 12:01 a.m. standard time at the address of the **Named Insured** as shown above.

**Item 4. Policy Aggregate Limit:** \$5,000,000

This Policy includes only those Coverages, as stated in Section I, of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appear for a particular Coverage below, that Coverage has not been purchased and does not apply. The descriptions in parenthesis are for convenience purposes only. Please read the Policy for the actual terms and conditions of a particular Coverage.

Item 5.	COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES:		
Coverage	Deductible- Each Incident	Each Incident Limit	Coverage Aggregate Limit
A. (Third Party Claims for Bodily Injury, Property Damage and Remediation Expenses)	\$100,000	\$5,000,000	\$5,000,000
B. (First Party Remediation Expenses)	\$100,000	\$5,000,000	\$5,000,000
C. (Emergency Response Expenses)	\$100,000	\$5,000,000	\$5,000,000

<b>D. (Business Interruption)</b>	3	Days	N/A	365	Days Limit
				\$5,000,000	\$ Limit
<b>E. (Disinfection Event Expenses)</b>	\$100,000		\$250,000	\$250,000	

**Item 6.**

**Policy Premium:** \$119,643.00  
**Premium for Acts of Terrorism (TRIA):** Not Purchased  
**Total Premium (Including TRIA):** \$119,643.00

*Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.*

**Item 7. Minimum Earned Premium:** 35%

**Item 8. Intended Use:** Education and Research

**Item 9. Policy Coverage Form:** IE.COV.SPILLS.EDU.001(1111) Education Coverage Form  
**Endorsements:** See SCHEDULE OF ENDORSEMENTS

Date: July 1, 2021  
MO/DAY/YR.



Authorized Representative

**Named Insured:** University of Maine System Risk Management

**Policy Number:** ISPILLSCALAO001

**Effective 12:01 AM:** June 15, 2021

## **SCHEDULE OF ENDORSEMENTS**

### **Endorsement number - Form Number – Edition Date – Form Name**

1. Service of Suit Clause - Maine - SC-9 (11\_18)
2. IE.PN.ALL.002 (1019) Claim and Notice Reporting
3. TRIA-ENV-E002-0315 Exclusion of Certified Acts of Terrorism
4. TRIA-ENV-E003-0315 Exclusion of Terrorism
5. IRON.END.ALL.016 (0419) Insurer Address Change
6. ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
7. ISIC CN001 ME (Ed. 10 14) Cancellation Non-Renewal Endorsement - Maine
8. IE.END.SPILLS.ALL.022 (1111) Nuclear and Radiological Exclusion Deletion
9. IE.END.SPILLS.ALL.009 (1111) Defense Costs - 25% Outside the Limits
10. IE.END.SPILLS.ALL.002 (1111) Aggregate Deductible
11. MANUSCRIPT: Multi-year Minimum Earned Premium Endorsement
12. MANUSCRIPT: Schedule of Underground Storage Tanks Endorsement
13. MANUSCRIPT: Diminution in Value Endorsement
14. MANUSCRIPT: Development Costs Exclusion
15. MANUSCRIPT: Image Restoration Expense Endorsement
16. MANUSCRIPT: Evacuation Expenses Endorsement
17. MANUSCRIPT: Definition of Pollutants Amendatory Endorsement
18. MANUSCRIPT: Definition of Disinfection Event Amendment Endorsement
19. MANUSCRIPT: Asbestos, PCBs and Lead-based Paint Exclusion Amendatory Endorsement
20. MANUSCRIPT: Divested Property Exclusion Amendatory Endorsement
21. MANUSCRIPT: Acquired Property Endorsement
22. MANUSCRIPT: Landfill Exclusion
23. IE.END.SPILLS.EDU.043 (1111) Retroactive Date
24. MANUSCRIPT: Emission or Discharge Controls Exclusion
25. IE.END.SPILLS.ALL.047 (0520) COVID-19 Exclusion



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 1**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SERVICE OF SUIT CLAUSE – MAINE**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company, 45 Memorial Circle, Augusta, ME 04330 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Maine. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Marie G. [unclear]". The signature is written in a cursive style.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 2**

**Policy Number:** ISPILLSCALAO001  
**Insured Name:** University of Maine System Risk Management

**Effective Date of Endorsement:** June 15, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CLAIM AND NOTICE REPORTING**

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

**POSTAL SERVICE to:**

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005

**E-MAIL to:**

[USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**FAX to:**

646-826-6601

By phone via:

**24 Hour Claims Phone Number:**  
(888) 292-0249

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 3

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

It is hereby agreed that the policy is amended as follows:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

**B.** The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “business interruption”, “clean-up costs”, “corrective action”, “defense expense” or “property damage” as may be defined in any applicable Coverage Part, or Policy or underlying insurance.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance 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 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021  
Date





## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 4

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF TERRORISM

It is hereby agreed that the policy is amended as follows:

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
  - a.** That involve the following or preparation for the following:
    - (1)** Use or threat of force or violence; or
    - (2)** Commission or threat of a dangerous act; or
    - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b.** When one or both of the following applies:
    - (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 2.** "Any injury or damage" means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "business interruption", "clean-up costs", "corrective action", "defense expense" or "property damage" as may be defined in any applicable Coverage Part, Policy or underlying insurance..

**B.** The following exclusion is added:

#### EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any

other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. 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 be covered by any insurance but for the application of any terrorism exclusions; or
6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

**C.** The following is hereby added to the Policy and shall apply to all coverages:

This exclusion shall not apply to coverage for "certified acts of terrorism" if you have elected to purchase such coverage. However, with respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 1, 2021  
Date



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **Endorsement # 5**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **INSURER ADDRESS CHANGE**

It is hereby understood and agreed that the street address of the Insurer's main administrative office and mailing address is changed to:

175 Berkeley Street  
Boston, MA 02116

The street address for the Representative of the Insurer and Notice of Claim reporting is changed to:

c/o Ironshore Insurance Services LLC.  
28 Liberty Street, 5<sup>th</sup> Floor  
New York, NY 10005

The street address for the Service of Process/Suit provision in this policy is changed to:

175 Berkeley Street  
Boston, MA 02116

For the purposes of this endorsement:

1. "Insurer" means the "Insurer", "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
2. "Notice of Claim reporting" means any "notice of claim/circumstance", "notice of loss", "notice of wrongful act", or other such reference in the policy designated for the reporting of claims, loss, acts, occurrences or situations that may give rise or result in loss under this policy.
3. "Policy" means the policy, bond or other insurance product to which this endorsement is added.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 6**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

Date



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **Endorsement # 7**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CANCELLATION/NON-RENEWAL ENDORSEMENT - MAINE**

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

### **CANCELLATION AND NON-RENEWAL**

#### **A. CANCELLATION.**

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating at what future date cancellation is to be effective.
2. The Insurer must mail written notice of cancellation to the Named Insured, at the last mailing address known to the Insurer, prior to the effective date of such cancellation. Cancellation will not be effective prior to fourteen (14) days after the Named Insured receives such cancellation notice. Cancellation for non-payment of premium will be effective ten (10) days after the Named Insured receives such cancellation notice. A United States Post Office certificate of mailing will be conclusive proof of receipt on the fifth calendar after mailing.

#### **B. NON-RENEWAL**

1. The Insurer can non-renew the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, prior to the effective date of such non-renewal. Non-renewal will be effective fourteen (14) days after the Named Insured receives such non-renewal notice. A United States Post Office certificate of mailing will be conclusive proof of receipt on the fifth calendar day after mailing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 8**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR AND RADIOLOGICAL EXCLUSION DELETION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE** set forth in Section **III. EXCLUSIONS** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 9**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFENSE COSTS – 25% OUTSIDE THE LIMITS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. POLICY AGGREGATE LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

**A. POLICY AGGREGATE LIMIT OF LIABILITY**

The most the Company will pay for all **Loss, Business Interruption Expense** and **Extra Expense** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations.

**Legal Costs** paid by the Company in an amount up to 25% of the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations shall not erode such Policy Aggregate Limit of Liability.

Such **Legal Costs** shall be subject to the Deductible set forth below in Paragraph **D.** and erode the Coverage Section Aggregate Limit of Liability set forth in Paragraph **B.** below and the Each Incident Limit of Liability set forth in Paragraph **C.** below.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 10**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) – ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. The following are added to Item 5. Of the Declarations:

**Aggregate Deductible:** \$400,000  
**Each Incident Maintenance Deductible:** \$50,000

- 2. Section VI. LIMITS OF LIABILITY AND DEDUCTIBLE, Paragraph D. DEDUCTIBLE is deleted in its entirety and replaced with the following:

**D. DEDUCTIBLE**

Subject to Paragraphs A., B., and C. above, the Company will pay all Loss in excess of the “Deductible – Each Incident” amount set forth in Item 5. of the Declarations. The “Deductible - Each Incident” amount is the obligation of the **Named Insured** and applies to all Loss arising out of the same, related or continuous **Pollution Incident(s)**. However, once the **Named Insured** pays “Deductible - Each Incident” amounts which in the aggregate equal or exceed the “Aggregate Deductible” amount set forth in Item 5. of the Declarations, as amended by this endorsement, the “Deductible – Each Incident” amount shall no longer apply to **Claims for Bodily Injury or Property Damage** first made against the **Insured** or **Pollution Incidents** first discovered by the **Insured** after the date on which the **Named Insured** has paid “Deductible - Each Incident” amounts which in the aggregate equal or exceed the “Aggregate Deductible” amount set forth in Item 5. of the Declarations, as amended by this endorsement. In that case, the Company will pay **Loss** in excess of the “Each Incident Maintenance Deductible” amount set forth in Item 5. of the Declarations, as amended by this endorsement.

Subject to Paragraphs A. and B. above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated in Item 5. of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss, Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company’s request.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 11

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MULTI-YEAR MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The item entitled **Minimum Earned Premium** set forth in the Declarations is deleted in its entirety and replaced with the following:

**Inception Date:** Minimum earned Premium: 35%  
End of Year 1: Minimum earned Premium: 50%  
End of Year 2: Minimum earned Premium: 75%  
End of Year 3: Minimum earned Premium: 100%

2. The condition entitled **CANCELLATION** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:

### CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall 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 shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount scheduled above for the year in which cancellation was effected. If the **Named Insured** cancels and a claim has been made hereunder, the minimum earned premium amount shall be 100%. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 12**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF UNDERGROUND STORAGE TANKS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The exclusion entitled **UNDERGROUND STORAGE TANKS** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is deleted in its entirety and replaced with the following:

**UNDERGROUND STORAGE TANKS**

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**; or
2. Removed prior to the **Inception Date**.

Further, this exclusion shall not apply to any **Underground Storage Tank** scheduled below.

**Schedule of Underground Storage Tank(s):**

<u>Covered Property</u>	<u>Size (gallons)</u>	<u>Contents</u>	<u>Installation Date</u>
UMA - Student Tech Center #1	5,000	#2 Fuel Oil	11/18/2002
UMA - Jewett Hall #7	10,000	#2 Fuel Oil	9/1/1991
UMA - Katz Library #8	10,000	#2 Fuel Oil	9/1/1991
UMA-B - Acadia Hall #40	600	#2 Fuel Oil	9/10/1993

UMA-B - Bangor Hall #44	2,000	#2 Fuel Oil	12/5/1997
UMA-B - Belfast Hall #47	2,000	#2 Fuel Oil	12/5/1997
UMA-B - College Center/Student Union #51	2,000	#2 Fuel Oil	12/5/1997
UMA-B - 65 Texas Ave #3	2,000	#2 Fuel Oil	8/11/1997
UMPI - Skyway 100 #1	2,500	#2 Fuel Oil	10/1/1988
UMPI - Kelley Commons #1	8,000	#2 Fuel Oil	5/19/2005
UMPI - Normal Hall #14	15,000	#2 Fuel Oil	7/1/1990
UMPI - Weiden Hall #15	8,000	#2 Fuel Oil	7/1/1990
UMPI - South Hall #16	6,000	#2 Fuel Oil	9/10/1991
UMPI - South Hall #18	6,000	#2 Fuel Oil	7/27/1994
UMPI - Kelley Commons #19	10,000	#2 Fuel Oil	6/1/1996
UMPI - Folsom Hall #20	10,000	#2 Fuel Oil	7/16/1997
UMPI - Skyway 101 #2	2,500	#2 Fuel Oil	10/1/1988
UMM - Sennett Hall #11	4,000	#2 Fuel Oil	10/12/1990
UMM - Sennett Hall #12	2,500	#2 Fuel Oil	10/12/1990
UMM - Dorward #13	6,000	#2 Fuel Oil	10/12/1990
UMM - Kilburn #14	5,000	#2 Fuel Oil	10/12/1990
UMM - Torrey #15	8,000	#2 Fuel Oil	10/12/1990
UMM - P.E. #16	6,000	#2 Fuel Oil	10/12/1991
UMM - Science Building #17	10,000	#2 Fuel Oil	10/12/1991
UMM - Kimball Hall #18	4,000	#2 Fuel Oil	10/12/1991
UM - Service Building #1	1,000	Diesel	10/17/2008
UM - Libby Hall #20	6,000	#2 Fuel Oil	8/1/1991
UM - Service Building #21	10,000	#2 Fuel Oil	8/1/1991
UM - PICS #22	6,000	#2 Fuel Oil	9/1/1993
UM - Serv. Garage #23	6,000	Gasoline	9/1/1993
UM - Serv. Garage #24	600	Waste Oil	9/1/1993
UM - Rts 2 & 2A #27	4,000	#2 Fuel Oil	11/19/1991
UM - Rts 2 & 2A #28	4,000	#2 Fuel Oil	11/19/1991
UM - Geology #29	8,000	#2 Fuel Oil	9/24/1997
UM - Witter Farm #4	6,000	#2 Fuel Oil	9/10/1993
UMFK - The Lodge #1	10,000	#2 Fuel Oil	1/9/2004
UMFK - Blake Library #2	4,000	#2 Fuel Oil	6/1/1988
UMFK - Cyr Hall #2	8,000	#2 Fuel Oil	6/1/1988
UMFK - Sports Center #2	10,000	#2 Fuel Oil	6/1/1988

UMF - Dearborn Gym #18	10,000	Diesel	7/21/1992
UMF - Roberts Learning Ctr #3	10,000	#2 Fuel Oil	10/5/1994
UMF - Scott Complex #1	8,000	#2 Fuel Oil	7/18/1990
UMF - Preble/Ricker Hall #2	10,000	#2 Fuel Oil	7/18/1990
UMF - Stone Hall #1	8,000	#2 Fuel Oil	7/18/1990

2. Solely with respect to any **Pollution Incident** due to or associated with any **Underground Storage Tank** scheduled above which was installed more than twenty (20) years prior to the **Inception Date**, the following are added to Section **III. EXCLUSIONS – ALL COVERAGES**:

**CAPITAL IMPROVEMENT**

Any **Pollution Incident**, whether previously known or unknown by any **Insured**, that is encountered, disturbed or discovered while an **Insured** or any other party is performing a **Capital Improvement**. This exclusion shall apply even if the **Pollution Incident** becomes the subject of a **Claim** subsequent to the commencement of the **Capital Improvement**.

**VOLUNTARY SITE INVESTIGATION**

Any **Pollution Incident** discovered during a **Voluntary Investigation**. This exclusion shall apply even if the **Pollution Incident** becomes the subject of a **Claim** subsequent to its discovery.

3. The following are added to Section **IX. DEFINITIONS**:

**Capital Improvement** means any project or work, including all activities associated with such project or work, performed at a **Covered Property** that:

1. Disturbs or alters any foundation(s) or subsurface installations of any existing buildings, structures, systems or utilities;
2. Involves the construction, demolition or installation of any buildings, structures, systems or utilities;
3. Requires subsurface excavation, grading, regrading or the removal and disposal of soil; or
4. Involves the removal, replacement, repair or upgrade of any **Underground Storage Tank**.

**Voluntary Investigation** means any investigation (including but not limited to intrusive investigations or the taking or testing of soil, groundwater, surface water or sediment samples) performed at or under any **Covered Property** by any **Insured**, or any other party, and which is not required by and performed at the direction of a governmental authority pursuant to **Environmental Laws**. **Voluntary Investigation** shall include, but not be limited to, an investigation at or under a **Covered Property** that is performed as part of a property transfer, sale, lease or financing transaction.

4. Solely with respect to any **Pollution Incident** due to or associated with any **Underground Storage Tank** scheduled above, it is hereby agreed that the first paragraph contained in Paragraph **D.** of Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted and replaced with the following:

Subject to Paragraphs **A., B.** and **C.** above, the Company will pay all **Loss** in excess of:



1. \$50,000 for any **Pollution Incident** due to or associated with any **Underground Storage Tank** which was installed less than twenty (20) years prior to the **Inception Date**;
2. \$100,000 for any **Pollution Incident** due to or associated with any **Underground Storage Tank** which was installed twenty (20) or more years prior to the **Inception Date** but less than twenty-five (25) years prior to the **Inception Date**; and
3. \$250,000 for any **Pollution Incident** due to or associated with any **Underground Storage Tank** which was installed twenty-five (25) or more years prior to the **Inception Date**.

The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

5. For purposes of determining the date of installation of an **Underground Storage Tank** pursuant to this endorsement, if an **Underground Storage Tank** has a tank and piping or other appurtenances connected to the tank which were installed at different times, the date of installation of the oldest component (tank, piping or other appurtenance) of the **Underground Storage Tank** shall be deemed the date of installation of such **Underground Storage Tank**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 13

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DIMINUTION IN VALUE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) Form

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS:**

### **DIMINUTION IN VALUE**

To pay on behalf of the **Insured**, **Diminution in Value** arising from a **Pollution Incident** on or under a **Covered Property**, provided that:

1. The **Pollution Incident** commences and is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**;
  2. The **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**;
  3. Such **Pollution Incident** results in **Remediation Expenses** covered under this Policy; and
  4. The **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority to the extent required by **Environmental Laws**.
2. Solely with respect to the coverage provided by this endorsement, the following is added to the definition of **Loss** set forth in Section IX. **DEFINITIONS:**

**Loss** also includes **Diminution in Value**.

3. The following definitions are added to Section IX. **DEFINITIONS:**

**Diminution in Value** means the difference between: 1) the lesser of: a) the **Fair Market Value** on the date of making a claim for **Diminution in Value**; or b) the **Fair Market Value** of the **Covered Property** on the date the **Remedial Plan** is completed and approved by the appropriate governmental agency; and 2) the **Fair Market Value** of the **Covered Property** on that date had there been no **Pollution Incident**. Notwithstanding anything herein to

the contrary, there shall be no coverage for any **Diminution in Value** unless such difference in **Fair Market Values** exceeds 15% of the **Fair Market Value** of the **Covered Property** had there been no **Pollution Incident**, and then coverage hereunder shall only apply to the **Diminution in Value** in excess of such 15% amount. In the event that factors unrelated to a covered **Pollution Incident** have impacted the **Fair Market Value**, there shall only be coverage for the **Diminution in Value** solely and directly associated with such **Pollution Incident**.

No coverage shall apply for **Diminution in Value** unless: 1) the **Insured** submits a claim for **Diminution in Value** to the Company in writing during the **Policy Period**; 2) a **Remedial Plan** is required by the appropriate governmental agency for the **Pollution Incident** giving rise to such **Diminution in Value** and such **Remedial Plan** has been completed and approved by the appropriate governmental agency prior to submitting such claim; and 3) the **Insured** has made a good faith effort, as documented in writing, to sell the **Covered Property** at the time of making such claim. A **Remedial Plan** will be deemed completed and approved when the governmental agency acting under authority of **Environmental Laws** with responsibility for overseeing implementation of the **Remedial Plan** certifies that the implementation of the **Remedial Plan** is complete.

Any insurance proceeds available to the **Insured** or other recovery from any other party shall reduce the **Diminution in Value** amount. If recovery from such other insurance or other party becomes available after the Company has paid **Diminution in Value**, the **Insured** will reimburse the Company for any amounts previously paid by the Company which are recoverable from the other insurance or parties. Any recovery shall be applied first to the **Insured's** expenses associated with the recovery, then to any amount paid by the **Insured** in excess of the applicable limit herein, then to the Company to the extent of its payments hereunder and then to the **Insured** to the extent of its deductible.

**Fair Market Value** means the price in cash that the **Covered Property** would have brought if then offered for sale in the open market in competition with similar properties at or near the location of the **Covered Property**, with a reasonable time allowed to find a purchaser. In the event of a dispute between the **Insured** and the Company over the amount of the **Diminution in Value** of the **Covered Property**, the **Fair Market Value** of the **Covered Property** if there were no **Pollution Incident** and the **Fair Market Value** of the **Covered Property** with the **Pollution Incident** will be determined by appraisal in accordance with the Appraisal Condition below.

**Remedial Plan** means a plan implemented after the **Inception Date** to remove, or render non-hazardous or less hazardous a **Pollution Incident**, which is first discovered during the **Policy Period**, to the extent required by **Environmental Laws** and which has been approved by a governmental agency acting under authority of **Environmental Laws** with responsibility for overseeing remediation of the **Covered Property**.

4. The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

Any **Diminution in Value** due to or associated with **Mold Matter**, **Legionella** or lead based paint.

5. The following is added to Section VII. **CONDITIONS:**

**Appraisal** – At the time of making a claim hereunder for **Diminution in Value**, the **Insured** must, at its own cost, provide a current appraisal (dated no more than 60 days prior to making such claim) from a qualified and impartial appraiser indicating the current **Fair Market Value** of the **Covered Property** and the **Fair Market Value** of the **Covered Property** had there been no **Pollution Incident**. The aforementioned appraisal must be based upon generally accepted property appraisal methods.

In the event of a dispute between the **Insured** and the Company over the amount of the **Diminution in Value** of the **Covered Property**, the **Insured** and the Company will each select a competent and impartial appraiser, and both appraisers will select an umpire. If they cannot agree upon an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately their determination of

**Diminution in Value.** If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, the Company will retain its right to deny the claim.

6. The following is added to Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

Notwithstanding anything herein to the contrary, coverage for **Diminution in Value** shall not exceed the lesser of:  
1) the total cost of implementing the **Remedial Plan** covered under this Policy; or 2) \$1,000,000. Regardless of the number of **Pollution Incidents** or claims made under this Policy, the most the Company shall pay for all **Diminution in Value** shall be \$1,000,000.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 14

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEVELOPMENT COSTS EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

### **DEVELOPMENT COSTS**

- i. Any dewatering activities;
- i. Any removal, management, transportation or disposal of **Fill Material**; or
- ii. Any costs or expenses due to or associated with the installation, operation or maintenance of any engineering control, including but not limited to a vapor barrier or ventilation system.

However, this exclusion shall not apply to any **Loss** identified in sub-paragraphs 1. through 3. of the definition of **Loss** which arises from **Claims** for **Bodily Injury** or **Property Damage**.

2. The following is added to Section IX. **DEFINITIONS:**

### **Fill Material** means:

1. Soil or soil-like materials that are co-mingled with or include **Pollutants** which had been first released into or co-mingled with the soil or soil-like material prior to the deposition of such soil or soil-like material on or under a **Covered Property**; or
2. Historic fill, urban fill, construction fill, other fill material, demolition debris, non-native soils or waste materials.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 15**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IMAGE RESTORATION EXPENSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. The following is added to Section I. **COVERAGE GRANTS:**

**IMAGE RESTORATION EXPENSES**

To pay on behalf of the **Insured**, **Image Restoration Expenses** that directly result from an **Image Restoration Event**, provided that the **Pollution Incident** giving rise to the **Image Restoration Event** is on, under or migrating from a **Covered Property**. This coverage shall apply only if: **1)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is first discovered by the **Insured** during the **Policy Period**. Discovery of such a **Pollution Incident** occurs when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and **2)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is reported to the Company in accordance with Section IV., Paragraph B.

- 2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Aggregate Limit
(Image Restoration Expenses)	\$100,000	\$250,000	\$250,000

- 3. The following definitions are added to Section IX. **DEFINITIONS:**

**Image Restoration Event** means a **Pollution Incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the **Named Insured** for such **Pollution Incident**.

**Image Restoration Expenses** means reasonable expenses to restore public reputation and consumer confidence incurred by the **Insured** within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the **Pollution Incident** giving rise to the **Image Restoration Event** and within thirty (30) days of the commencement of such **Pollution Incident**. **Image Restoration Expenses** shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the **Named Insured** at the direction of such firms. **Image Restoration Expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media without the prior written consent of the Company.

4. Solely with respect to coverage provided under this endorsement, the following is added to the definition of **Loss** set forth in Section **IX. DEFINITIONS**:

**Loss** shall also include **Image Restoration Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date





**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 16**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EVACUATION EXPENSES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. The following is added to Section I. **COVERAGE GRANTS:**

**EVACUATION EXPENSES**

To pay on behalf of the **Insured, Evacuation Expenses** that directly result from an **Evacuation**. This coverage shall apply only if the **Pollution Incident** giving rise to the **Evacuation Expenses** is first discovered by the **Insured** and reported to the Company, in writing, during the **Policy Period** and within fourteen (14) days of discovery of such **Pollution Incident** giving rise to the **Evacuation Expenses**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**.

- 2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Aggregate Limit
(Evacuation Expenses)	\$100,000	\$1,000,000	\$1,000,000

- 3. Section **IX. DEFINITIONS** is amended as follows:

- a. The following are added to Section **IX. DEFINITIONS:**

**Evacuation** means the removal from one or more of the **Named Insured's Covered Properties** to any other location of a majority of the tenants or guests of such **Covered Property(ies)** as a result of a **Pollution Incident** that, in the reasonable judgment of a **Responsible Insured**, causes or could potentially cause such facility to be unsafe for tenants or guests.

**Evacuation Expenses** means reasonable and necessary expenses incurred in connection with an **Evacuation**, including expenses associated with transporting and lodging tenants or guests who have been evacuated.

- b. Solely with respect to the coverage provided under this endorsement, the following is added to the definition of **Loss** set forth in Section **IX. DEFINITIONS**:

**Loss** shall also include **Evacuation Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 17**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF POLLUTANTS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the definition of **Pollutants** set forth in Section **IX. DEFINITIONS**:

**Pollutants** include chemicals associated with the manufacture of methamphetamines.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 18**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF DISINFECTION EVENT AMENDMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) – ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the definition of **Disinfection Event** set forth in Section **IX. DEFINITIONS**:

The dispersal or release of human blood or fluids as the direct result of a suicide, homicide or other violent crime.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 19

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASBESTOS, PCBs AND LEAD-BASED PAINT EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **ASBESTOS, PCBs AND LEAD-BASED PAINT** set forth in Section III. **EXCLUSIONS – ALL COVERAGES** is hereby deleted and replaced with the following:

### ASBESTOS, PCBs AND LEAD

1. Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to lead-based paint, or materials containing polychlorinated biphenyls (PCBs) in, on, or applied to any building or other structure, provided that this exclusion does not apply to: 1) **Claims for Bodily Injury or Property Damage**; or 2) **Remediation Expenses** for the remediation of any soil, groundwater body, surface water body or sediment;
2. Any asbestos, asbestos containing materials, lead, lead containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines, provided that this exclusion does not apply to: 1) **Claims for Bodily Injury or Property Damage**; or 2) **Remediation Expenses** for the remediation of any groundwater body, surface water body or sediment.

However, this exclusion shall not apply to **Remediation Expenses** solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the **Policy Period** and is demonstrable by the **Insured** as commencing during the **Policy Period**, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to remove, abate, repair or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 20**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DIVESTED PROPERTY EXCLUSION AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that the exclusion entitled **DIVESTED PROPERTY** set forth in Section III. **EXCLUSIONS – ALL COVERAGES**, is deleted in its entirety and replaced by the following:

**DIVESTED PROPERTY**

Any **Pollution Incident** at any location, which the **Insured** sold, gave away, terminated lease, abandoned or relinquished operational or management control of prior to the **Inception Date**.

However and solely with respect to a **Pollution Incident** which arose during the **Insured's** ownership, lease or occupation of the location, this exclusion does not apply to **Claims** for **Bodily Injury** or **Property Damage**, provided that this Paragraph shall not apply to any **Pollution Incident**: known by a **Responsible Insured** prior to the **Insured's** selling, giving away, terminating lease, abandoning or relinquishing operational or management control of the applicable location; or due to or associated with current or former dry cleaning activities, automotive service or repair or the sale of petroleum products. Further, there shall be no coverage for any **Pollution Incident** which commenced after the date on which the **Insured** sold, gave away, terminated lease, abandoned or relinquished operational or management control of any location.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 21

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ACQUIRED PROPERTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The exclusion entitled **ACQUIRED PROPERTIES** set forth in Section **III. EXCLUSIONS-ALL COVERAGES** is deleted in its entirety and replaced with the following:

### ACQUIRED PROPERTIES

1. Any real property newly acquired, owned, leased, managed or occupied by the **Insured** during the **Policy Period** (hereinafter "Acquired Real Property").
2. Further, this exclusion shall not apply to any Acquired Real Property, provided that:
  - a. Within ninety (90) days from the effective date of the **Named Insured** first acquiring, owning, leasing, managing or occupying Acquired Real Property, the **Named Insured** must give notice of such first acquiring, owning, leasing, managing or occupying in writing to the Company's underwriter and provide the underwriter with a properly completed and signed Site Pollution Incident Legal Liability Select Application and a Phase I Environmental Site Assessment ("Phase I"), prepared in accordance with ASTM Standard E 1527-05 (or any subsequent revisions or amendments thereof). The **Named Insured** thereafter must provide any supporting documentation reasonably requested by the underwriter;
  - b. If and when the **Named Insured** timely complies with paragraph 2.a. above, the Company shall within thirty (30) days thereafter either: i) approve and schedule the Acquired Real Property by endorsement as a **Covered Property**; ii) approve the Acquired Real Property as a **Covered Property** with additional specific coverage conditions or exclusions; or iii) inform the **Named Insured** that the Acquired Real Property is not approved and will not be included as a **Covered Property**. If the Acquired Real Property is approved to be scheduled to this



Policy as a **Covered Property**, such scheduling shall be subject to an additional premium rate of 0.035 per square foot. This premium shall be pro-rated during the **Policy Period** subject to a minimum premium of \$1,500 per Acquired Real Property. However, there shall be no additional premium for any Acquired Real Property which is less than 20,000 square feet provided that additional premium shall apply once a total of 200,000 square feet comprised of locations which are less than 20,000 square feet have been added to the Policy. Coverage hereunder for any Acquired Real Property added as a **Covered Property** shall only apply if the additional premium set forth above is paid when due;

- c. Coverage under this Policy shall only apply to **Loss, Business Interruption Expense** or **Extra Expense** arising out of a **Pollution Incident** that commences on or subsequent to the earlier of the **Named Insured's** taking title or its occupancy of such Acquired Real Property;
- d. In the event that the Company provides written notice that the Acquired Real Property will not be scheduled as a **Covered Property**, there shall be no coverage for any **Pollution Incident** or **Claim** unless written notice of such **Pollution Incident** or **Claim** was received by the Company prior to the Company's issuance of its notification that the Acquired Real Property will not be scheduled as a **Covered Property**; and
- e. The material use of the property must conform to the Intended Use description set forth in the Declarations.

3. This exclusion shall not apply to any Acquired Real Property scheduled to the Policy by endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



\_\_\_\_\_  
Authorized Representative

July 1, 2021

\_\_\_\_\_  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 22

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LANDFILL EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following are added to Section III. **EXCLUSIONS - ALL COVERAGES:**

### **ACTIVITY USE LIMITATION**

Any violation or non-compliance with any activity use limitation, institutional control or deed restriction which is imposed or required to be implemented upon the **Covered Property(ies)**.

### **CLOSURE, POST CLOSURE AND RECLAMATION COSTS**

Any closure, post closure or reclamation costs or obligations, including but not limited to any costs associated with landfill caps.

### **ENGINEERING CONTROLS/OPERATION AND MAINTENANCE (O&M) COSTS**

The installation, implementation, modification, replacement, repair, operation or maintenance of any institutional or engineering controls, including but not limited to capping systems or leachate collection systems on, under or associated with the **Covered Property(ies)**.

### **GROUNDWATER & SURFACE WATER MONITORING COSTS**

Any groundwater or surface water monitoring (including monitoring only plans) conducted at the **Covered Property** which monitoring is not implemented, in its entirety, for the physical removal, remediation or actual investigation associated with physical removal or remediation of **Pollution Incidents**.

## IMPOUNDMENTS

Any **Remediation Expenses** or **Emergency Response Expenses** due to or associated with:

1. Any **Pollutants** in any impoundment (including, without limitation, any impoundment which is in use, inactive and/or closed in place), including, without limitation, any pond, pit or landfill; or
2. Any soil contamination that is located within ten (10) feet of the lateral boundaries or ten (10) feet of the upper or lower boundaries of such impoundment or pile (hereinafter, the "10' Boundaries"). However, the preceding sentence shall not apply to **Remediation Expenses** or **Emergency Response Expenses** incurred exclusively to remediate **Pollutants** which are beyond the 10' Boundaries.

## LANDFILL MATERIAL

Any landfill material which is on or under the **Covered Property(ies)**; any waste material which has been intentionally deposited on or under any **Covered Property**; or any **Fill Material** deposited on or under a **Covered Property**. However, this paragraph shall not apply to **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**.

## ODOR

Any **Claim**, in whole or in part, due to or in any way associated with any odor; any **Claim** for **Bodily Injury** or **Property Damage** due to or associated with any gas or any emissions that have migrated beyond the boundaries of a **Covered Property**; or any **Claim** for public or private nuisance due to or associated with any odor or any gas or emissions migration.

2. The following is added to Section IX. **DEFINITIONS**:

**Fill Material** means:

1. Soil or soil-like materials that are co-mingled with or include **Pollutants** which had been first released into or co-mingled with the soil or soil-like material prior to the deposition of such soil or soil-like material on or under a **Covered Property**; or
  2. Historic fill, urban fill, construction fill, other fill material, demolition debris, non-native soils or waste materials.
3. The definition of **Pollutants** set forth in Section IX. **DEFINITIONS** is amended by the addition of the following:

Notwithstanding anything above to the contrary, **Pollutants** shall not include any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, **Pollutants** shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 23**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RETROACTIVE DATE**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) EDU

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Paragraphs **A.**, **B.**, **C.** and **D.** of Section **I. COVERAGE GRANTS** are amended to include the following:

This coverage shall only apply if the **Pollution Incident** giving rise to the **Claim, Loss, Business Interruption Expenses or Extra Expenses** commenced, in its entirety, on or after June 15, 2010.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Marie G. [unclear]", is written over a horizontal line.

Authorized Representative

July 1, 2021

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 24

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMISSION OR DISCHARGE CONTROLS EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

### EMISSION OR DISCHARGE CONTROLS

The installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any emission or discharge equipment or controls (including but not limited to any costs, charges or expenses in any way associated with smoke stacks, scrubbers or wastewater treatment plants) even if such installation, upgrade, maintenance, repair or operation is required by **Environmental Laws** or as the result of a **Claim** by a governmental agency or entity; or any **Claim**, in whole or part, due to or associated with the installation, upgrade, maintenance, repair or operation of (or the failure to install, upgrade, maintain, repair or operate) any emission or discharge equipment or controls.

The preceding exclusion shall not apply to any costs, charges or expenses: 1) directly arising from **Claims** made by third parties, other than a governmental agency or entity, for **Bodily Injury** or **Property Damage**; or 2) which are **Remediation Expenses** (other than **Legal Costs**) to remediate soil, sediment, surface water, groundwater or structures to the extent: such **Remediation Expenses** are incurred exclusively to remediate **Pollutants** which are beyond the boundaries of a **Covered Property**; and such **Pollutants** originated from that same **Covered Property**. For the purposes of this exception, **Remediation Expenses** shall not include any measures designed to allow for natural attenuation of air as a form of remediating **Pollutants**, or that otherwise limit future emissions or discharges of **Pollutants**, regardless of whether from a **Covered Property**, as a measure of offsetting past emissions or discharges.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

July 1, 2021

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Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 25**

**Policy Number:** ISPILLSCALAO001

**Effective Date of Endorsement:** June 15, 2021

**Insured Name:** University of Maine System Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVID-19 EXCLUSION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

**COVID-19**

The disease known as Coronavirus disease 19 or COVID-19, or any other condition, disease or sickness caused by the virus responsible for COVID-19 or by any mutation of that virus.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

July 1, 2021

Date





## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

# SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) EDU FORM

**Insured Name:** University of Maine System Risk Management  
**Policy Number:** ISPILLSCALAO001

**IMPORTANT INFORMATION FOR THE INSURED: CAREFULLY REVIEW THIS POLICY IN FULL. IT CONTAINS PROVISIONS WHICH RESTRICT, EXCLUDE OR OTHERWISE REDUCE OR CURTAIL COVERAGE, AND IT MAY BE DIFFERENT FROM OTHER INSURANCE POLICIES THAT YOU HAVE SEEN OR PURCHASED IN THE PAST. LEGAL FEES AND EXPENSES ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.**

**SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**THE HEADINGS DO NOT CONSTITUTE TERMS OR CONDITIONS OF THIS POLICY AND ARE INCLUDED SOLELY FOR CONVENIENCE. THE HEADINGS SHALL NOT IN ANY MANNER MODIFY OR OTHERWISE AFFECT ANY OF THE PROVISIONS OF THIS POLICY. DEFINED TERMS APPEAR IN BOLD FONT.**

Subject to and contingent upon the **Named Insured's** payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy, and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this Policy, the Company agrees with the **Named Insured** to the following:

### **I. COVERAGE GRANTS**

**ONLY THOSE SPECIFIC COVERAGES INDICATED ON THE DECLARATIONS AS PURCHASED BY THE NAMED INSURED ARE APPLICABLE.**

#### **A. Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage or Remediation Expenses** arising from a **Pollution Incident**, provided that the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

#### **B. First Party Remediation Expenses**

To pay on behalf of the **Insured**, **Remediation Expenses** arising from a **Pollution Incident** on or under a **Covered Property**, provided that:

1. the **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and
2. the **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and

3. the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**.

#### C. **Emergency Response Expenses**

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

#### D. **Business Interruption**

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly result from a **Pollution Incident** on or under a **Covered Property**, provided that such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. This coverage shall apply only if the **Pollution Incident** giving rise to the **Business Interruption Expenses** or **Extra Expenses** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**. Further, if the **Period of Interruption** results from a **Pollution Incident** and any other cause(s), the Company shall only pay that portion of **Business Interruption Expenses** and **Extra Expenses** solely attributable to the **Pollution Incident**.

#### E. **Disinfection Event Expenses**

To pay on behalf of the **Insured**, **Disinfection Expenses** arising from a **Disinfection Event**, provided that:

1. the **Disinfection Event** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Disinfection Event** happens when a **Responsible Insured** first becomes aware of the **Disinfection Event**; and
2. the **Insured** reports the **Disinfection Event** to the Company, in writing, in accordance with Section IV., Paragraph B.

## II. **DEFENSE**

The Company has the right and duty to defend, including the right to select and appoint counsel to represent, the **Insured** against any **Claim**, even if groundless, false or fraudulent, to which this Policy applies. However, the Company has no duty to defend the **Insured** against any **Claim** to which this Policy does not apply. The Company shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability described in Section VI. has been exhausted. Upon the **Insured's** satisfaction of any applicable deductible amounts, **Legal Costs** shall reduce the Limits of Liability shown in Item 5. of the Declarations. With respect to any such **Claim** being defended by the Company, the Company shall pay all reasonable expenses incurred by the **Insured** at the Company's request to assist it in the investigation or defense of the **Claim**, including actual loss of earnings up to \$750 a day because of time off from work subject to an aggregate limit of \$7,500 for all such expenses.

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** without the prior written consent of the Company. The **Insured** must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the **Insured**. If the Company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Liability and the **Insured** refuses to consent to such settlement, then the Company's duty to defend shall end, the **Insured** shall thereafter negotiate and defend such **Claim** independently of the Company, and the Company's liability shall not exceed the amount, less the Deductible, for which the **Claim** could have been settled if such recommendation was consented to.

To the extent the **Insured** is entitled pursuant to applicable laws to select independent counsel at the Company's expense, the attorneys' fees and other costs or expenses the Company will pay are limited to the rates the Company would pay to counsel the Company would have retained or could otherwise have retained in the community where the **Claim** is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the Company may deem appropriate. All such counsel shall keep the Company fully informed and shall promptly respond to requests for information from the Company.

### III. EXCLUSIONS - ALL COVERAGES

This Policy does not insure and none of the coverages provided by this Policy apply to **Loss, Business Interruption Expenses, or Extra Expenses** arising out of or in any way relating to any of the following:

#### A. ACQUIRED PROPERTIES

Any real property newly acquired, owned, leased, managed, rented or occupied by the **Insured** during the **Policy Period**. This exclusion shall not apply to any property scheduled to the Policy by endorsement.

#### B. AIRCRAFT, AUTO OR WATERCRAFT

The ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft.

This exclusion does not apply to **Transportation**.

#### C. ASBESTOS, PCBs AND LEAD-BASED PAINT

Any asbestos, asbestos containing materials, materials containing polychlorinated biphenyls (PCBs) or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to any **Loss** identified in sub-paragraphs 1. through 3. of the definition of **Loss** which arises from **Claims** for **Bodily Injury** or **Property Damage**, or to **Remediation Expenses** for the remediation of soil, surface water and groundwater.

However, this exclusion shall not apply to **Remediation Expenses** within any structures, provided that such **Remediation Expenses** are the direct result of a **Pollution Incident** which commences during the **Policy Period** and arises from explosion, fire, lightning, **Flood** or windstorm damage, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement. Subject to Section VI. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A** through **D**, the most the Company will pay for **Remediation Expenses**, regardless of the number of **Insureds, Covered Properties, Pollution Incidents, Claims** or claimants, pursuant to the exception contained in this Paragraph shall not exceed \$100,000.

#### D. CONTRACTUAL LIABILITY

Any liability assumed by an **Insured** through or by 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 to liability assumed in an **Insured Contract**.

#### E. CRIMINAL PUNISHMENTS

Any criminal fines, criminal penalties or criminal assessments.

#### F. DIVESTED PROPERTY

Any **Pollution Incident** or **Disinfection Event** at any location, which the **Insured** sold, gave away, terminated lease, abandoned or relinquished operational or management control of prior to the **Inception Date**.

#### G. EMPLOYER LIABILITY

Any **Bodily Injury** to:

1. An **Insured**, or an employee of an **Insured** or its parent, subsidiary or affiliate while engaged in employment by the **Insured** or its parent, subsidiary or affiliate; or
2. Any person whose right to assert a **Claim** against the **Insured** arises by reason of any employment, blood, marital, or any other relationship with the **Insured** or its parent, subsidiary or affiliate.

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 such **Bodily Injury**.

#### H. INSURED'S INTERNAL EXPENSES

Any 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, which it may grant or withhold in its sole discretion.

#### I. INSURED'S NON-COMPLIANCE

Any **Pollution Incident, Remediation Expenses** or **Disinfection Event** that result from a **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.

#### **J. INSURED VS. INSURED**

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

#### **K. INSURED'S PROFESSIONAL SERVICES**

Any professional services performed or rendered by the **Insured**, including but not limited to, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance and equipment selection, and supervisory, inspection or engineering service.

#### **L. MATERIAL CHANGE IN USE**

A material change in use at any **Covered Property**. A material change in use shall mean any use different from the use identified in Item **8.** of the Declarations. This exclusion shall not apply if the **Insured** submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice. The Company is under no obligation to approve any such change in use, but may do so, in its sole discretion, dependent upon such terms and conditions (including but not limited to the payment of additional premium) as the Company may impose. If the Company approves the material change in use, the **Insured** shall agree to any changes to the terms and conditions to this Policy and pay any additional premium as the Company may require prior to the endorsement of such material change.

#### **M. NON-DISCLOSURE**

Any **Pollution Incident**:

1. Which is known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in writing in the application for this Policy; or
2. On, under or migrating from a location which is known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Company's addition of such location to this Policy.

#### **N. NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE**

Any nuclear or radiological materials of any nature or any of their by-products which are intentionally or unlawfully dispersed or released by any person, including but not limited to the dispersal or release by use of an explosive device.

#### **O. PRODUCTS LIABILITY**

Any of the **Insured's Products** after possession of such **Insured's Products** have been relinquished to others by the **Insured** or others trading under its name. However, this exclusion shall not apply solely for the period during which such **Insured's Products** are being stored or transported by others on behalf of the **Named Insured**.

#### **P. PROPERTY DAMAGE TO CONVEYANCES**

Any **Property Damage** to any truck, rail car, trailer, rolling stock, intermodal container, shipping container, container, aircraft, vessel, engine, or any other conveyance of any nature utilized during **Transportation**. This

exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

#### **Q. UNDERGROUND STORAGE TANKS**

Any **Underground Storage Tank** which is: **(i)** known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or **(ii)** installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**;
2. Removed prior to the **Inception Date**; or
3. Scheduled to this Policy by endorsement.

#### **R. WAR**

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy or hostilities, whether war be declared or not, or civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

#### **S. WASTE PROCESSING, TREATMENT OR DISPOSAL**

Any processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste. This exclusion shall not apply to **Waste Disposal Activities**.

#### **T. WORKERS' COMPENSATION, UNEMPLOYMENT, SOCIAL SECURITY, DISABILITY AND SIMILAR LAWS**

Any obligation pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or any similar or related laws.

### **IV. CLAIMS AND NOTICE PROVISIONS**

As a condition precedent to any coverage provided by this Policy, the **Insured** must do each and all of the following:

- A.** Without limiting the requirements in any insuring agreements in this Policy, in the event of any **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the **Insured** shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations or (as such address may hereinafter be modified by the Company in writing). In addition, the **Insured** shall provide notice as soon as practicable to the Company's address set forth in the Declarations of any events or circumstances that may reasonably be expected to give rise to a **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**. All such notice shall include detailed information pertaining to:
  1. The appropriate person to contact regarding the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**;
  2. The location of and a description of the **Pollution Incident**;
  3. A description of the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, as applicable;
  4. Any response actions taken by the **Insured** relating to the **Claim** or **Pollution Incident**; and
  5. Any other pertinent information in the **Insured's** possession or control concerning any actual or potential **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**.
- B.** In the event that **Emergency Response Expenses** or **Disinfection Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** or **Disinfection Expenses** and the **Pollution Incident** or **Disinfection Event** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident** or **Disinfection Event**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.

C. Without limiting the requirements in any insuring agreements in this Policy, the **Insured** shall provide notice as soon as practicable of any **Claim**, but, in any event, during the **Policy Period**, or **Extended Reporting Period**, if applicable. The **Insured** shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the **Insured** or the **Insured's** representative or agent:

1. Copies of any demands, notices, summonses or legal papers received by the **Insured**;
2. All correspondence between the **Insured** and any third party claimants;
3. All reports, notes or other documents prepared by persons hired by the **Insured** to investigate the **Claim**;
4. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
5. All other information which the Company may require concerning the **Claim** whether or not the **Insured** deems such to be relevant to the **Claim**.

#### V. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION INCIDENT

##### A. THE COMPANY'S RIGHTS

The Company shall have the right, but not the duty, to assume direct control over the incurrence of **Remediation Expenses** or **Emergency Response Expenses** and to participate in decisions regarding any covered **Remediation Expenses** or **Emergency Response Expenses** upon receiving notice as provided in Section IV. of this Policy. Any **Remediation Expenses** or **Emergency Response Expenses** expended by the Company in taking such action will be deemed incurred or expended by the **Insured** and shall be applied against the Limits of Liability and deductible under this Policy as described in Section VI.

##### B. THE INSURED'S DUTIES

The **Named Insured** shall have the duty to clean up the **Pollution Incident** to the extent required by **Environmental Laws**, by retaining, under written contract, competent professionals or contractors mutually acceptable to the Company and the **Named Insured**. The Company retains the right but not the obligation to review and approve all bids and contracts prior to issuance or execution. The Company shall be informed of all progress at reasonable intervals and shall have the right but not the duty to review and approve all aspects of any such clean up prior to submittal to any regulatory agency that is authorized to review and approve such clean up submittals. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this paragraph prior to the execution of those actions and measures, unless such notice is not possible under the circumstances because actions or measures: 1) constitute **Emergency Response Expenses**; 2) **Environmental Laws** require immediate remediation of the **Pollution Incident**; or 3) are immediately required to respond to a **Disinfection Event** due to an imminent threat to human health or the environment.

It is a condition precedent to coverage that the **Insured** shall make all reasonable attempts to mitigate and minimize any **Loss**, **Business Interruption Expenses**, **Extra Expenses**, **Pollution Incidents** and **Disinfection Events** upon discovery of a **Pollution Incident** or **Disinfection Event**.

#### VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Without regard to the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, the following limits of liability apply:

##### A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss**, **Business Interruption Expenses** and **Extra Expenses** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations.

##### B. COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY

Subject to Paragraph A. above, the most the Company will pay for all **Loss** covered under each particular coverage section indicated as purchased in the Declarations shall not exceed the Coverage Section Aggregate Limit of Liability applicable to that particular coverage section.



Subject to Paragraph **A.** above, the most the Company will pay for all **Business Interruption Expenses** and **Extra Expenses** covered under Coverage **D.** shall be the lesser of:

1. The **Business Interruption Expenses** and **Extra Expenses** incurred during the number of days set forth in Item **5.** for Coverage **D.** of the Declarations; and
2. The dollar amount set forth in Item **5.** for Coverage **D.** of the Declarations.

**C. EACH INCIDENT LIMIT OF LIABILITY**

Subject to Paragraphs **A.** and **B.** above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** is the Each Incident Limit of Liability applicable to such coverage set forth in Item **5.** of the Declarations.

**D. DEDUCTIBLE**

Subject to Paragraphs **A., B.,** and **C.** above, the Company will pay all **Loss** in excess of the applicable deductible amount set forth in Item **5.** of the Declarations. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s).**

Subject to Paragraphs **A.** and **B.** above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated in Item **5.** of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss, Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

**E. MULTIPLE COVERAGES**

If the same, related or continuous **Pollution Incident(s)** result in coverage under more than one coverage section, the most the Company shall pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** arising from such **Pollution Incident(s)** shall not exceed the highest Each Incident Limit of Liability, or the Coverage Section Aggregate solely with regard to Coverage **D.,** stated in Item **5.** of the Declarations among all of the coverages applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses.**

Furthermore, if more than one deductible is applicable to coverage, only the highest deductible applicable pursuant to Paragraph **D.** of this Section applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses** shall apply.

**F. MULTIPLE POLICY PERIODS**

If:

1. A **Pollution Incident** is first discovered by the **Insured** and reported to the Company during the **Policy Period,** and a related or continuous **Pollution Incident** is first discovered by the **Insured** and reported to the Company; or
2. A **Claim** is first made against the **Insured** and reported to the Company during the **Policy Period,** and a **Claim** arising from the same, related or continuous **Pollution Incident** is first made against the **Insured** and reported to the Company;

during the policy period of a subsequent policy issued by the Company to the **Insured** in accordance with all the terms and conditions of that policy, then:

- a. All such **Pollution Incidents** shall be deemed to be one **Pollution Incident** and to have been first discovered by the **Insured** and reported to the Company during this **Policy Period,** and shall be subject to the applicable Each Incident Limit of Liability or the Coverage **D.** Limit of Liability, and the Deductible thereunder, as the case may be, set forth in Item **5.** of the Declarations; and
- b. all such **Claims** shall be deemed to have been first made against the **Insured** and reported to the Company during this **Policy Period** and to arise from one **Pollution Incident,** and shall be subject to the applicable Each Incident Limit of Liability and Deductible set forth in Item **5.** of the Declarations.

Paragraph **F.** of this Section applies only if the **Insured** has maintained Site Pollution Incident Legal Liability Select coverage with the Company on a continuous, uninterrupted basis since **(i)** the first such **Pollution Incident** was discovered by the **Insured** and reported to the Company, or **(ii)** the first such **Claim** was made against the **Insured** and reported to the Company, providing coverage substantially the same as that provided by the applicable Coverage Part of this policy for **(i) Pollution Incidents** first discovered by the **Insured** and reported to the Company during the policy period, or **(ii) Claims** first made against the **Insured** and reported to the Company during the policy period.

## VII. CONDITIONS

### A. ACTION AGAINST COMPANY

No action brought by any organization or entity, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy and the amount of the **Insured's** obligation to pay shall have 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 entity or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy to the **Insured** at issue and subject to the terms, conditions, exclusions and limitations of the Policy. No person or entity shall 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

Assignment of interest under this Policy shall not bind the Company unless and until its consent is endorsed hereto, which consent shall not be unreasonably denied.

### C. AUDIT AND INSPECTION

The Company shall be permitted, but not required, upon reasonable prior notice to inspect, sample and/or monitor any Covered Property and operations conducted thereon. Neither this right to make inspections, sample and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others to determine or warrant that a **Covered Property** or operation is legal, appropriate, safe, healthful or conforms to any standard or requirement or is in compliance with any **Environmental Law** or other law. The Company will not manage or exercise control over any **Covered Property** or operation. The Company shall also have the right to interview persons employed by or affiliated with the **Insured**.

### D. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of its obligations hereunder.

### E. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall 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 shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.



If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in Item 7. of the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

#### **F. CHANGES**

Notice to or knowledge possessed by any person or entity shall not effect waiver or 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 shall not be waived or changed, except as provided by endorsement issued by the Company attached to this Policy. No agent or broker has any authority to change or modify this Policy, waive any of its provisions, or issue any endorsements.

#### **G. CHOICE OF FORUM**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that any such litigation and any arbitration or other form of dispute resolution shall take place in the appropriate federal or state courts located in New York, New York.

#### **H. CHOICE OF LAW**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

#### **I. CONDITION OF PAYMENT**

It is hereby agreed that any payment under this Policy shall 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, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### **J. COOPERATION**

The **Insured** agrees with the Company to assist and cooperate in the fulfillment of the terms of the Policy, including the investigation, adjustment, defense or settlement of any **Claim** or in connection with the clean-up and mitigation of a **Pollution Incident**. Such cooperation may also include participating in meetings; requiring the **Insured** to submit to examination under oath; testifying at hearings, depositions and trials; or securing evidence. The Company may also require written statements or the **Insured's** attendance at meetings with the Company in the course of its investigation or defense. The **Insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses. Further, the **Insured** must assist the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. In addition, the **Insured** shall, to the extent feasible, permit and assist the Company and its representatives in interviewing persons and collecting documents and in viewing, inspecting, or reviewing at any time the **Covered Property**, any other property, or any documents related in any manner to this Policy, any **Claims** or **Loss**, or any coverage provided hereunder. No such inspection or review shall impose any liability, responsibility, or obligation on the Company of any nature. The **Insured** shall take any other actions to assist the Company as the Company may request from time to time.

#### **K. ENFORCEABILITY**

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

#### L. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

#### M. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** 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 actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to our request for information regarding the **Claims** or suit.

Furthermore, the **Insured** may at any time, by the **Insured's** written consent, freely and fully waive these rights to select independent counsel.

#### N. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the Company's obligations are limited as follows:

1. With the exception of Paragraph 4. below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph 2. 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, Business Interruption Expenses** or **Extra Expenses** payable under this Policy remains, whichever comes first.
3. If 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.
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter, Legionella** or a **Disinfection Event**, if any, that exceeds the total amount of such other insurance.

#### O. POLICY TERRITORY

This Policy and any coverage provided hereunder is only applicable to **Pollution Incidents** and **Disinfection Events** occurring in the United States, its territories and possessions.

#### P. REPRESENTATIONS

By accepting this Policy, the **Named Insured** agrees:

1. The statements in the Declarations and Application are true, accurate and complete in all respects and contain no material omissions;
2. Those statements are the **Named Insured's** agreements and representations; and
3. The Company has issued this Policy in reliance upon those statements and these representations.

Further, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

#### **Q. SEPARATION OF INSUREDS**

Except with respect to the Limits of Liability, Section **III. EXCLUSIONS**, Paragraphs **J. INSURED VS INSURED** and **M. NON-DISCLOSURE** and any rights and duties specifically assigned to the first **Named Insured** set forth in Item **1.** of the Declarations, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage for another **Insured** who did not participate or assist in such misrepresentation, concealment, breach of condition or violation of duty, except where an **Insured** is a parent, subsidiary or affiliate of the **Insured** that misrepresented, concealed or breached a term or condition of or violated a duty under this Policy or participated or assisted therein.

#### **R. SERVICE OF SUIT**

Subject to and without waiving the forum selection clause in Section **VII.**, Paragraph **G.** of this Policy, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Company, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **S. SOLE AGENT**

The **Named Insured** first identified in Item **1.** of the Declarations is responsible for payment of all premiums and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other changes to this Policy, return of any premium, assignment of interest under this Policy, as well as exercise of any applicable **Extended Reporting Period**, unless any such responsibilities are otherwise designated by endorsement.

#### **T. SUBROGATION**

In the event of any payment under this Policy, the Company shall be subrogated to all of an **Insured's** rights of recovery against any person or entity, including without limitation any rights to contribution from another insurer. An **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and perfect such rights. No **Insured** shall do anything to impair, reduce, impede, prejudice, curtail or waive such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the limit of coverage, if any; then to the Company to the extent of its payment under the Policy; and then to the **Insured** to the extent of its deductible.

#### U. VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY

No **Insured** shall admit liability, settle or attempt to settle or otherwise dispose of any **Claim**, waive or extend any statute of limitation or statute of repose or the accrual thereof, or, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense without the Company's prior written consent.

This Condition shall not apply if such payment or obligation is an **Emergency Response Expense** or is pursuant to **Environmental Laws** that require immediate remediation of a **Pollution Incident**.

#### VIII. EXTENDED REPORTING PERIOD

##### A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. the **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph B. below;
2. the Policy is terminated for fraud or non-payment of premium; or
3. the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

##### B. OPTIONAL EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
2. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, and such premium shall be fully earned; and
3. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this paragraph B. that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the limits of liability of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available limits of liability.

## IX. DEFINITIONS

A. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.

B. **Business Interruption Expense** means:

1. net profit or loss, including Rental Value, before taxes that would have been earned or incurred by the **Insured** during the **Period of Interruption**; and
2. continuing normal operating expenses incurred by the **Insured** during the **Period of Interruption**, including payroll expense for employees of the **Insured**, except employees under contract, officers, executives, and department managers,

due to the reasonable and necessary interruption of the **Insured's** operations at a **Covered Property** during the **Period of Interruption**.

If the **Insured** would have incurred a net loss under Paragraph B.1. above, such net loss shall reduce the operating expenses recoverable under Paragraph B.2. above. Further, if the **Insured** could reduce the **Business Interruption Expenses** resulting from a **Period of Interruption** by complete or partial resumption of operations, or by making use of other property at the **Covered Property**, such reductions shall be taken into account in arriving at the amount of **Business Interruption Expenses**, as will the financial performance of the business before the **Period of Interruption** and the projected financial performance thereafter had no **Period of Interruption** occurred.

C. **Cargo** means goods, products, or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste.

D. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the **Insured**.

E. **Conveyance** means any auto, railcar, train, watercraft or aircraft. **Conveyance** shall not include pipelines.

F. **Covered Property** means any location owned, leased, rented, operated or occupied by the **Insured**.

G. **Disinfection Event** means any case or series of cases of the MRSA virus or other communicable virus, bacteria or disease that requires reporting of such case or series of cases to any local, state or federal governmental or public health care oversight agency or entity. **Disinfection Event** does not include **Pollution Incidents**.

H. **Disinfection Expenses** means reasonable fees and costs incurred by the **Insured** to clean and disinfect a **Covered Property** after any **Disinfection Event**, provided that such fees and costs are incurred within thirty (30) days of discovery of the **Disinfection Event**. **Discovery of Disinfection Event** occurs when a **Responsible Insured** first becomes aware of the **Disinfection Event**.

I. **Emergency Response Expenses** means reasonable and necessary costs, charges and expenses, including **Legal Costs**, incurred in response to an imminent and substantial threat to human health or the environment and incurred within seven (7) days of the commencement of the **Pollution Incident** giving rise to such costs, charges and expenses to investigate, remove, dispose of, abate, contain, treat or test soil, surface water, groundwater or other contaminated media.

**Emergency Response Expenses** shall not include **Bodily Injury** or **Property Damage**.

J. **Environmental Laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives that are applicable to a **Pollution Incident**.

K. **Environmental Professional** means an individual approved and designated by the Company in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to the Company. The Company shall consult with the **insured** in conjunction with the selection of the **Environmental Professional**.

- L. Extended Reporting Period** means the **Automatic Extended Reporting Period** or, if applicable, the **Optional Extended Reporting Period** of this Policy as set forth in Section VIII. of the Policy.
- M. Extra Expenses** means reasonable and necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Interruption**, that the **Insured** would not have incurred had there been no **Pollution Incident** discovered at the **Covered Property**, provided that the expenses are incurred solely to avoid or minimize the interruption of business and to continue operations:
1. At the **Covered Property**; or
  2. At replacement or temporary location(s), including:
    - a. Relocation expenses, including any expenses associated with alternate educational, including portable classrooms, or athletic facilities;
    - b. Any associated increase in transportation costs; and
    - c. Costs to equip and operate the replacement or temporary location(s).
- Extra Expense** will be reduced by any salvage or other value of property obtained for temporary or other use during the **Period of Interruption** that remains after the resumption of normal operations.
- N. Flood** means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is the **Insured's** property) from:
1. Overflow of inland or tidal waters;
  2. Unusual and rapid accumulation or runoff of surface waters from any source;
  3. Mudflow; or
  4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- O. Inception Date** means the applicable date set forth in Item 3. of the Declarations.
- P. Insured** means a **Named Insured**, and any past or present director, officer, partner, member, employee, temporary worker or leased worker of the **Named Insured** while acting within the scope of his or her duties as such.
- Q. Insured Contract** means those contracts or agreements, if any, listed on a Schedule of Insured Contracts endorsed to this Policy.
- R. Insured's Products** means goods or products manufactured, sold, handles or distributed by the Insured or others trading under the Insured's name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions.
- S. Legal Costs** means attorneys' fees and other costs, charges and expenses incurred in the investigation, adjustment, defense, or settlement of any Claim for Loss, or in connection with the payment of any **Remediation Expenses**. **Legal Costs** include the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the **Insured**, defense counsel, or the Company.
- T. Legionella** means legionella pneumophila.
- U. Loss** means:
1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
  2. Punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law, arising from **Bodily Injury** or **Property Damage**;
  3. **Legal Costs**;



4. **Remediation Expenses;**
5. **Emergency Response Expenses;** and
6. **Disinfection Expenses.**

V. **Mold Matter** means mold, mildew, or fungi, whether or not such **Mold Matter** is living.

W. **Named Insured** means:

1. The person or entity identified in Item 1. of the Declarations; and
2. Any other person or entity listed as a **Named Insured** by endorsement to this Policy.

X. **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 Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

Y. **Non-Owned Disposal Sites** means transfer, storage, treatment or disposal facilities which are utilized by the **Insured** for the transfer, storage, treatment or disposal of waste materials, which facilities are not owned, operated or rented by the **Insured**, provided that:

1. The transfer, storage, treatment or disposal facility is properly licensed and permitted by the appropriate federal, state or local authority to accept such waste materials as of the date of the transfer, storage, treatment or disposal of such waste materials; and
2. The transfer, storage or disposal facility is not listed on a proposed or final Federal National Priorities List (Superfund), or any equivalent state or local list as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal.

Z. **Period of Interruption** means the period of time that begins with the interruption of the **Insured's** operations at a **Covered Property** due to a **Pollution Incident** and ends on the earliest of (1) when the **Covered Property** is reasonably restored to operations, (2) when the **Covered Property** should have been restored to operations with reasonable speed and quality, or (3) when business activities resume at a new permanent location. The expiration date of this policy will not reduce the **Period of Interruption**. **Period of Interruption** shall not include any period of time prior to the commencement of normal operations at a **Covered Property**, including but not limited to a delay in the opening of or a delay in the completion of construction at a **Covered Property**. Notwithstanding anything above to the contrary, the **Period of Interruption** shall end on the date that the **Pollution Incident** giving rise to the **Period of Interruption** has been remediated to the extent that the **Insured** can reasonably resume their normal operations; and the **Period of Interruption** shall end on such date even if such resumption of operations is not possible due to any other cause(s).

AA. **Policy Period** means the applicable period stated in Item 3. of the Declarations. However, if this Policy is cancelled by the **Named Insured** or the Company, the **Policy Period** terminates on the effective date and time of cancellation.

BB. **Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including medical, infectious and pathological wastes, at levels in excess of those naturally occurring.

**Pollutants** includes:

1. Electromagnetic fields;
2. **Mold Matter**;
3. **Legionella**;
4. Caulk containing hazardous materials, including but not limited to polychlorinated biphenyls (PCBs);

5. Drinking water contaminated with hazardous materials, including but not limited to lead. However, no coverage under this Policy shall apply for **Remediation Expenses** related to lead pipes, including but not limited to the removal or replacement of such pipes or the installation of any water treatment equipment installed to remove or neutralize lead emanating from such pipes; and
6. Carbon monoxide.

**CC. Pollution Incident** means:

1. The presence of **Mold Matter**; and
2. The discharge, dispersal, release, escape, migration, or seepage of **Pollutants** on, in, into, or upon land and structures thereupon, the atmosphere, any watercourse or body of water including surface water, or groundwater.

**Pollution Incident** includes the illicit abandonment of **Pollutants** at a **Covered Property** provided that such abandonment was committed by parties other than **Insureds** and without the knowledge of a **Responsible Insured**.

**DD. Property Damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use of that property;
2. Loss of use of tangible property owned by parties other than the **Insured**, that is not physically injured or destroyed;
3. Diminished value of property owned by parties other than the **Insured**; and
4. **Natural Resource Damage**.

**Property Damage** does not include **Remediation Expenses**.

**EE. Remediation Expenses** means reasonable and necessary expenses, including associated **Legal Costs** incurred with the Company's prior written consent, incurred to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surface water, groundwater or other contaminated media:

1. To the extent required by **Environmental Laws** governing the liability or responsibilities of the **Insured** to respond to a **Pollution Incident**; or
2. In the absence of items in 1. above, to the extent recommended in writing by an **Environmental Professional**; or
3. To the extent incurred by the government or any political subdivision of the United States of America or any state, territory or possession thereof, or by parties other than **Insureds** to the extent the **Insured** is liable for such expenses.

**Remediation Expenses** also include **Restoration Costs**. **Remediation Expenses** do not include **Property Damage**.

**FF. Rental Value** means:

1. The total anticipated rental income from tenant occupancy of the **Covered Property** as furnished and equipped by the **Insured**;
2. All 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. The fair rental value of any portion of the **Covered Property** that is occupied by the **Insured** during the **Period of Interruption**, less any rental income the **Insured** could earn:
  - a. By complete or partial rental of the **Covered Property**, or
  - b. By making use of other property on the **Covered Property** or elsewhere.



**GG. Responsible Insured** means:

1. The manager or supervisor of the **Named Insured** responsible for environmental, health and safety, legal or risk management affairs;
2. A principal or dean, or an assistant principal or dean; and
3. A superintendent or equivalent supervisor of a school or school district.

**HH. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's prior written consent, to repair, restore or replace damaged real or personal property damaged during work performed in the course of incurring **Remediation Expenses** in order to restore the property to the condition it was in prior to being damaged during such work. **Restoration Costs** shall not exceed the lesser of actual cash value of such real or personal property or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and physical condition shall be made in determining actual cash value. If a repair or replacement results in better than like kind or quality, the Company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

**II. Transportation** means the movement of **Cargo** by a **Conveyance** to or from a **Covered Property** by the **Insured** or a third-party carrier from the time of movement from the point of origin until delivery to the final destination.

**Transportation** includes the carrier's loading and unloading of **Cargo** onto or from a **Conveyance** provided that the loading or unloading is performed by or on behalf of the **Named Insured**.

**JJ. Underground Storage Tank** means any tank, including any piping and appurtenances connected to the tank, located on or under a **Covered Property** that has at least ten (10) percent 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 or cellar, if the tank is upon or above the surface of the floor; or
3. Storm-water or wastewater collection systems.

**KK. Waste Disposal Activities** means the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at a **Non-Owned Disposal Site**, provided that such waste first originates from a **Covered Property**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

## Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### How We Get the Personal Data:

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker

<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> </ul>

<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Claims data</li> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### **Access or Deletion**

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

#### **You can make a request by either:**

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

#### **Response Timing**

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

### **No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197  
**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office