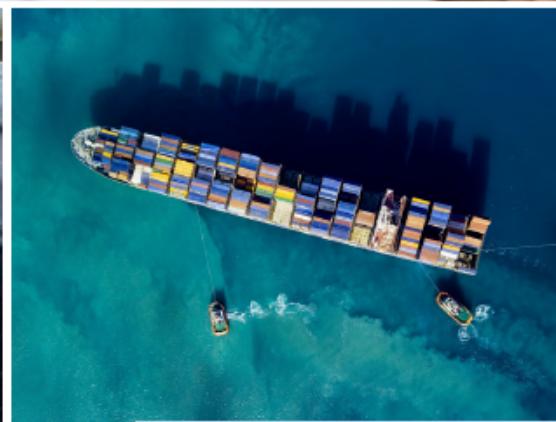


# THANK YOU FOR BEING OUR POLICYHOLDER



The Buck's Got Your Back®



**COMMERCIAL LINES  
ENVIRONMENTAL  
INSURANCE POLICY**

**A STOCK COMPANY**



**Navigators Specialty Insurance Company  
One Penn Plaza, 50th Floor, New York, NY 10119**

**THIS POLICY CONSISTS OF:**

- **DECLARATIONS**
- **ONE OR MORE COVERAGES OR COVERAGE PARTS. A COVERAGE OR COVERAGE PART CONSISTS OF:**
  - **ONE OR MORE COVERAGE FORMS**
  - **APPLICABLE FORMS AND ENDORSEMENTS**

**Policyholder Disclosure:** The insurance referenced herein is provided on a surplus lines basis. The insurance company listed above and on the Declarations of this policy is not licensed in the state in which the policy will be delivered, but is an approved non-admitted insurer. Accordingly, there may not be any protection to the insured(s) under the state Insurance Guarantee Fund or Insurer Insolvency Fund, if applicable. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds.



TOLL -FREE  
EMERGENCY SPILL RESPONSE  
SUPPORT HOTLINE

**877 – NAVG – ENV** \*  
**(6284) (368)**

**ALERT Local Emergency Response Services**  
**Follow Your Company's Emergency Response Procedures**  
**Receive Assistance from Navigators Environmental Hotline**

As a Navigators Environmental insured, you have access to our 24/7 emergency spill response support hotline to assist you in the event of an emergency involving the release of pollutants. Please be prepared to relay critical information to the system administrator, including location and nature of the release and response steps taken.

**Q: What is Navigators Environmental Emergency Spill Response Hotline?**

A: Navigators environmental emergency spill response hotline provides access to valuable guidance and advice during an emergency involving the release of pollutants, including response oversight and assistance in selection of an Environmental Remediation Contractor.

**Q: What are my responsibilities?**

A: Incident response is your responsibility. Using the response hotline does not take the place of prudent response steps, including notification of local authorities and following your company's emergency procedures.

**Q. If I call the hotline, does that satisfy my claim reporting requirements?**

A. No, it does not satisfy your claim reporting requirements. Please refer to your policy for Procedures When Reporting a Claim to Us.

**Q. Does the policy pay for these services?**

A: Access to the hotline for assistance in selecting a remediation consultant and guidance on an appropriate response is free to Navigators Environmental insureds. If remediation is required, you must contract directly with an environmental consultant for such services. Whether coverage applies to any claim will be determined by a review of the incident details and your insurance policy by Navigators Claims Department.

**Q. Who Answers the Call?**

A: Navigators Environmental has selected Hydro-Environmental Technologies, Inc. (HETI), to administer our emergency response hotline. HETI is a full service environmental company with highly skilled and knowledgeable staff of environmental consultants and engineers. HETI has been responding to environmental crises since 1986 with a track record of professionalism and expertise.

**\*Pre-printed labels are available to include in your corporate Emergency Response Plan or to place in vehicles. Please contact your underwriter or email [envendorsements@thehartford.com](mailto:envendorsements@thehartford.com).**

*The material in this policyholder disclosure does not bind the company in any manner. This policyholder disclosure is provided for informational purposes only, and is not intended to be a representation of coverage that may exist in any particular situation under a policy issued by Navigators Insurance Company or its wholly owned subsidiary, Navigators Specialty Insurance Company. All conditions of coverage, terms and limitations are defined and provided for in the policy. Programs or products may not be available in all states and policy features may vary by state. Please consult your insurance broker and review the policy for coverage limitations, restrictions, exclusions, terms and conditions.*

## **OFAC ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **U.S. ECONOMIC AND TRADE SANCTIONS LIMITATIONS 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 the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms, conditions and exclusions of this Policy remain unchanged.

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**COMMON POLICY DECLARATIONS**

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POLICY NUMBER: NY21ESP0BK6M5IC

RENEWAL OF POLICY NUMBER: NY18ESP0BK6M5NC

COVERAGE IS PROVIDED BY

**Navigators Specialty Insurance Company**

<b>ITEM 1. NAMED INSURED</b>	Tulare Local Healthcare District
<b>Mailing Address:</b>	869 N CHERRY ST TULARE, California 93274
<b>ITEM 2. POLICY PERIOD</b>	From: 10/12/2021 To: 10/12/2024 <b>at 12:01 A.M., Standard Time at your mailing address shown above.</b>
<b>Agent or Broker</b> <b>Office Address:</b>	Marsh & McLennan Agency LLC (San Diego) 9171 Towne Centre Drive, Suite 100 San Diego, CA 92122

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A LIMIT IS INDICATED. WHERE NO LIMIT IS SHOWN, THERE IS NO COVERAGE.

**ITEM 3. LIMIT OF LIABILITY, DEDUCTIBLE:**

COVERAGE(S)	DEDUCTIBLE	EACH OCCURRENCE LIMIT	COVERAGE SECTION AGGREGATE LIMIT
<b>A. POLLUTION LIABILITY FOR YOUR INSURED SITE(S)</b>	\$50,000	\$1,000,000	\$2,000,000
<b>B. POLLUTION LIABILITY FOR YOUR OFF-SITE ACTIVITIES</b>	\$50,000	\$1,000,000	\$2,000,000
<b>FUNGUS/LEGIONELLA DEDUCTIBLE:</b>	\$50,000	Supplemental Claim Expense Limit:	\$500,000

**POLICY AGGREGATE LIMIT \$2,000,000****ITEM 4. CLAIMS-MADE COVERAGE RETROACTIVE DATES:**

<b>COVERAGE A</b>	10/12/2018
<b>COVERAGE B</b>	10/12/2018
<b>COVERAGE A FUNGUS/LEGIONELLA</b>	10/12/2018
<b>COVERAGE B FUNGUS/LEGIONELLA</b>	10/12/2018

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**ITEM 5. POLICY PREMIUM**

Total Premium shown is payable at Policy Inception

<b>MINIMUM EARNED PREMIUM</b>	25.00%
<b>TOTAL PREMIUM (INCLUDING TRIA)</b>	\$30,636
<b>TRIA PREMIUM</b>	\$892

Terrorism Coverage Accepted

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THESE POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

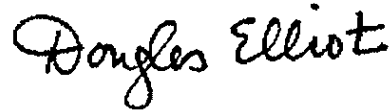
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COUNTERSIGNED :

Date:

11/9/2021

BY:



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AUTHORIZED REPRESENTATIVE

# SCHEDULE OF FORMS AND ENDORSEMENTS

The following are the forms attached to and forming a part of the policy at inception:

<b>Endt No.</b>	<b>Endorsement Title</b>	<b>Form No.</b>
	Cover Letter Front Page 2021	19-GS-215460 (01/21)
	NAV ENV Policy Jacket (Non NY)	NAV NSIC ENV POLICY JCKT (01/11)
	Emergency Response Policy Holder Notice	NAV ENV ERS (02/11)
	OFAC ENDORSEMENT	NAV-ML-002 (11/12)
	Common Policy Declarations	NAV-ESP TLKT II DEC (5/19) Form No. DC01 (05/19)
	Schedule of Forms and Endorsements	NENV Forms List 01 (03/13)
	Site Pollution Liability Toolkit II	NAV ESP TLKT II (05/19)
	CALIFORNIA COMPLAINT NOTICE	NSIC CA NOTICE (09/16)
	Notice of Claim Form	NENV CN 01 (04/17)
	Producer Compensation Notice	Form G-3418-0-NAVG (09/19)
	Policyholder Disclosure Notice of Terrorism Insurance Coverage	NAV-ML-TERRA (02/15)
	Aggregate Deductible with Drop-Down Maintenance Deductibles Endorsement	NENV 9004 (12/20)
	Environmental Crisis Management Endorsement	NENV 9111 (05/19)
	Material Change in Use of Insured Site - Intended Use Exclusion Endorsement	NENV 9026 (05/19)
	Minimum Earned Premium Endorsement	NENV 9024 (05/19)
	Schedule of Insured Site(s) Endorsement	NENV 9005 (05/19)
	Terrorism Exclusion with Certified Act of Terrorism Exception Endorsement	NENV 9104 (05/19)
	Cover Letter Back Page 2021	Dependent on Broker (01/21)



## SITE POLLUTION LIABILITY TOOLKIT II

**THIS POLICY CONTAINS CLAIMS-MADE INSURING AGREEMENTS THAT APPLY ONLY WHEN A CLAIM IS FIRST MADE AGAINST AN INSURED AND REPORTED TO US WHILE THE POLICY IS IN FORCE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the **named insured** shown in the Declarations, and any other person or organization qualifying as a **named insured** under this policy. The words “we”, “us” and “our” refer to the company, listed in the Declarations, providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED**. Words and phrases other than headings that appear in **bold type** have special meaning. Refer to **SECTION V. POLICY DEFINITIONS**.

In consideration of the premiums paid and upon our reliance on the statements made in the application to this policy, including any supporting documentation or information submitted in connection with the application, and in accordance with all the terms, conditions, exclusions and limitations contained in this policy, we agree to provide coverage to the insured as follows:

### **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**

The following coverage sections apply only if scheduled with limits in the Declarations:

#### **A. Pollution Liability for Your Insured Site(s)**

##### **1. Cleanup Costs from the Discovery of a Pollution Incident**

We will pay on behalf of the insured **cleanup costs** caused from a **pollution incident** located:

- a.** at, on or under an **insured site**; or
- b.** beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Retroactive Date stated in Item 4. of the Declarations, provided that you discover the **pollution incident** during the **policy period**, and report the **pollution incident** to us in writing as soon as practicable following discovery and during the **policy period**.

##### **2. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs**

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident** located:

- a.** at, on or under an **insured site**; or



- b. beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences on or after the Coverage A Retroactive Date stated in Item 4. of the Declarations, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

### 3. Emergency Cleanup Costs

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident** located:

- a. at, on or under an **insured site**; or
- b. beyond the legal boundaries of an **insured site** if the **pollution incident** migrated from an **insured site**,

that first commences during the **policy period**. This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

## B. Pollution Liability for Your Off-Site Activities

### 1. Third Party Claims for Bodily Injury, Property Damage or Cleanup Costs

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as **loss** resulting from any **claim(s)** for **bodily injury, property damage or cleanup costs** caused by a **pollution incident**:

- a. resulting from the activities of your business; and
- b. emanating from a location other than **your property(ies)**,

that first commences on or after the Coverage B Retroactive Date stated in Item 4. of the Declarations, provided that such **claims** are first made against the insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**.

### 2. Emergency Cleanup Costs

We will pay those sums that you first incur as **emergency cleanup costs** caused by a **pollution incident**:

- a. resulting from the activities of your business; and
- b. emanating from a location other than **your property(ies)**,

that first commences during the **policy period**. This policy applies to only those **emergency cleanup costs** incurred by you within fifteen (15) calendar days after the **pollution incident** first commences or incurred thereafter as pre-approved by us in writing. Further, you must report the **pollution incident** giving rise to such costs to us no later than thirty (30) calendar days after it first commenced.

## C. Exclusions

### 1. Coverage A Exclusions

Coverage **A. Pollution Liability for Your Insured Site(s)** does not apply to any **loss**:

### a. Asbestos and Lead

based upon or arising out of any asbestos, asbestos-containing materials, lead, or lead-containing materials, in, upon or applied to any man-made structures or objects. However, this exclusion does not apply to:

- (1) **claim(s)** for **bodily injury** or **property damage**;
- (2) **cleanup costs** for asbestos or lead in soil, sediment, groundwater, or any other water body; or
- (3) **cleanup costs** caused by the inadvertent disturbance of lead-based paint, asbestos, or asbestos-containing materials.

However, notwithstanding the foregoing, this policy does not apply to **cleanup costs** for the removal, abatement or encapsulation of any lead-based paint, asbestos, or asbestos-containing materials not inadvertently disturbed or otherwise still present in building structures or components in a form materially similar to its original installation.

### b. Material Change in Use

based upon or arising out of a change in use or operations at an **insured site** during the **policy period** which materially increases a risk covered under this policy.

### c. Pollution Incidents After an Insured Site is Divested

based upon or arising out of a **pollution incident** that first commences after the date an **insured site** is sold, given away or abandoned by you.

### d. Underground Storage Tank Systems

based upon or arising out of the presence or former presence of any **underground storage tank system(s)** at an **insured site**. However, this exclusion does not apply to any **underground storage tank system(s)**:

- (1) disclosed in the application for this insurance and subsequently listed on a Schedule of Underground Storage Tank System(s) endorsement attached to this policy;
- (2) removed or abandoned in-place prior to the inception date by: (a) any person or entity other than you or on your behalf; or (b) you or on your behalf in compliance with all applicable federal, state, municipal or provincial regulations; or
- (3) the existence of which is unknown to all **responsible insured(s)** as of the **inception date** of this policy.

## 2. Coverage B Exclusions

Coverage B. **Pollution Liability for Your Off-Site Activities** does not apply to any **loss**:

### a. Non-Owned Locations

based upon or arising out of a location or facility to which any waste or materials have been delivered for the purpose of treatment, storage, processing, recycling, reuse or disposal. However, this exclusion does not apply to the treatment, storage, processing, recycling, reuse or disposal of your waste or materials sent to a **non-owned location** on or after the **Coverage B Retroactive Date** stated in Item 4. of the Declarations.

### b. Products

based upon or arising out of **your products**. However, this exclusion does not apply during the period when **your products** are (1) stored or warehoused by others on your behalf, or (2) being transported by you or on your behalf.

**c. Professional Liability**

based upon or arising out of the rendering of or failure to render any professional services by you or on behalf of any insured including, but not limited to, providing engineering, architectural or surveying services to others; preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or on behalf of any insured in connection with **your work** and in your capacity as a construction contractor.

**d. Property Damage To Your Products**

based upon or arising out of **property damage** to **your products** or any part thereof.

**e. Property Damage to Your Work**

based upon or arising out of **property damage** to **your work**, including any materials, parts or equipment furnished in connection therewith.

However, this exclusion does not apply to **completed operations**.

**f. Separately Insured Project**

based upon or arising out of any project that is insured under a pollution liability policy issued by us or **our affiliate** to any **named insured** for a specific project or projects, including, but not limited to, any owner or contractor controlled insurance program(s), owner's protective policy, wrap-up policy or similar insurance under which you are covered. This exclusion does not apply to any project we expressly schedule in an endorsement to this policy as an insured project.

**g. Your Property(ies)**

based upon or arising out of a **pollution incident** located at, on, under or migrating from **your property(ies)**.

**D. Common Policy Exclusions Applicable to All Coverages**

With respect to all coverages, this policy does not apply to any **loss**:

**1. Communicable Diseases**

based upon or arising out of any disease or condition contracted through direct or indirect contact with or exposure to any form of infectious agent that is generally spread or passed through physical contact with or amongst persons or animals, or the bodily fluids or excrement of persons or animals.

**2. Contractual Liability**

based upon or arising out of the liability of others assumed by any insured in a contract or agreement. This exclusion does not apply to liability that you:

- a.** would have in the absence of the contract or agreement; or

- b. assume in a written contract or agreement that is an **insured contract**, but only if and to the extent this policy applies to such liability as of the **inception date**, or the effective date of an endorsement to this policy upon which we schedule such contract or agreement as an **insured contract**.

### 3. Criminal Fines, Penalties or Assessments

based upon or arising out of any criminal fines, criminal penalties or criminal assessments.

### 4. Employer's Liability

based upon or arising out of **bodily injury** to:

- a. your employee arising out of and in the course of:
  - (1) employment by you; or
  - (2) performing duties related to the conduct of your business; or
- b. the spouse, child, parent, brother or sister of that employee as a consequence of subpart a. immediately above.

This exclusion applies whether you may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

### 5. Hostile Acts / War

based upon or arising out of, be it directly or indirectly, any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### 6. Insured Versus Insured

based upon or arising out of any **claim(s)** made by an insured against any other insured.

However, this exclusion does not apply to **claims** initiated by:

- a. an additional insured; or
- b. third parties that are subject to an indemnification given by one **named insured** to another **named insured** in an **insured contract**.

### 7. Intentional Acts

based upon or arising out of a **responsible insured's**:

- a. dishonest, fraudulent, malicious, willful, deliberate or knowingly wrongful act;
- b. willful or deliberate failure to comply with any material statute, regulation, ordinance, administrative complaint, notice of violation, directive, order, or instruction made by or on behalf of any governmental body or agency; or
- c. violation of or non-compliance with any land use restriction or engineered control that exists or are to be implemented on the **insured site**.

However, this exclusion does not apply if the **responsible insured's** action was taken in good faith in reliance upon written advice of outside counsel received in advance of such failure to comply, violation, or non-compliance. Additionally, this exclusion does not apply to **emergency cleanup costs**.

#### 8. Nuclear Liability

based upon or arising out of any nuclear or radioactive materials or by-products where any insured under this policy: (1) has been indemnified by the United States Department of Energy or any other government authority; or (2) is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (3) is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment thereto or for which the Price Anderson Act provides financial protection for the insured.

#### 9. Undisclosed Pollution Incidents

based upon or arising out of any **pollution incident(s)** known by a **responsible insured** as of the **inception date** and not disclosed in the application for this policy, or any application for a policy issued by us to which this insurance is a renewal thereof. Solely with respect to **SECTION I., Coverage B. Pollution Liability for Your Off-Site Activities**, this exclusion shall apply to only those **pollution incident(s)** that result from the activities of your business.

#### 10. Workers' Compensation and Similar Laws

based upon or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### SECTION II. WHO IS AN INSURED

Where applicable, the following person(s) or entity(ies) are an insured under this policy:

#### A. Named Insureds

##### 1. First Named Insured

The person or entity stated in Item 1. of the Declarations is the **first named insured** and is responsible for payment of the policy premium and for any policy deductible. The **first named insured** shall also serve as the sole agent acting on behalf of all insureds with respect to receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this policy, return of any premium, and assignment of any interest(s) under this policy, unless any such responsibilities are otherwise designated by endorsement.

##### 2. Named Insured

The person(s) or entity(ies) expressly endorsed onto this policy as a **named insured**, if any. Each expressly listed **named insured** has the same rights under this policy unless specified otherwise in the endorsement, or unless such rights have been given specifically to the **first named insured** in this policy or any endorsement hereto.

## B. Other Insureds

### 1. Employees, Officers and Directors

Any of your past or present directors, officers, partners, members, employees or shareholders as applicable, while acting within the scope of his or her duties as such.

### 2. If You Are an Individual

If the **first named insured** designated in the Declarations is an individual, then you and your spouse are insureds, but only with respect to the liability arising out of the activities of your business in which you are the sole owner.

Any reference throughout this policy to a spouse(s) includes a person(s) who is/are a party to a civil union as defined by any applicable state or federal law.

### 3. Coverage A - Broad Insured Status for Owned Entities

Solely with respect to **SECTION I., Coverage A. Pollution Liability for Your Insured Site(s)**, any subsidiary, associated, affiliated, or allied company or corporation, including subsidiaries thereof, of which the **first named insured** has at least fifty percent (50%) ownership interest as of the **inception date**.

## C. Additional Insureds

Any person or organization whom you agree to include as an insured in a written contract or agreement is an additional insured, but only if and to the extent the contract or agreement is executed and effective prior to the date any **claim** is first made to which this policy applies.

No coverage is afforded under this policy for any **loss** arising out of an additional insured's own liability, sole negligence, or willful or deliberate misconduct.

## SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE

The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of **claims**, persons or organizations making **claims**, insureds or **pollution incidents** under this policy.

### A. Related or Continuous Pollution Incidents

When multiple **claims** or types of **loss(es)** arise out of the same, related or continuous **pollution incident(s)**, then the following will apply:

1. all such same, related or continuous **pollution incident(s)** will be treated as a single **pollution incident**;
2. all such **claims** will be treated as a single **claim**; and
3. all such **claims** and **loss(es)** will be subject to one Each Incident Limit and one Deductible as outlined in Paragraph B. and F. below, respectively.

### B. Each Incident Limit

Subject to Paragraphs C. and D. below, the Each Incident Limit shown in Item 3. of the Declarations is the most we will pay under this policy for all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incidents**.

### C. Coverage Section Aggregate Limit

Subject to Paragraph D. below, the Coverage Section Aggregate Limit shown in Item 3. of the Declarations is the most we will pay for all **loss** under that particular coverage section.

### D. Policy Aggregate Limit

The Policy Aggregate Limit shown in Item 3. of the Declarations are the most we will pay for the sum total of all **loss** under this policy. The Policy Aggregate Limit shall not apply to the Supplemental Claim Expense Limit also shown in Item 3. of the Declarations.

### E. Supplemental Claim Expense Limit

Notwithstanding Paragraphs **B.**, **C.**, and **D.** above, **claim expenses** covered under this policy are not subject to and will not reduce any applicable limit of liability, until such **claim expenses** exceed the Supplemental Claim Expense Limit shown in Item 3. of the Declarations. Once **claim expenses** in the aggregate equal this amount, any and all subsequent **claim expenses** will be subject to and will reduce all applicable limits of liability in the policy. We shall not be obligated to defend any **claim** or pay any **loss** once any applicable limit of liability has been exhausted.

### F. Deductible

Except with respect to **claims** arising out of **fungus** or legionella pnueumophila, the Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incident(s)**.

Solely with respect to **claims** arising out of **fungus** or legionella pneumophila, the Fungus / Legionella Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of **fungus** or legionella pnueumophila.

This policy applies to **loss** only in excess of the applicable deductible, which shall be paid by the **first named insured** and remain uninsured.

If the same, related or continuous **pollution incident(s)** results in **loss** arising partly out of **fungus** or legionella pneumophila and partly out of another type of **pollution incident** covered hereunder, only the highest of the applicable deductibles will apply.

If, in the defense or settlement of a **claim** or in the payment of **loss**, including the reimbursement of **emergency cleanup costs**, we pay any part or all of the deductible, then, upon our notification to you of such action taken, you are responsible to promptly reimburse us for such part of the deductible amount as has been paid by us.

### G. Multiple Policy Periods

If a **claim** is first made against an insured and reported to us during the **policy period**, or, if applicable, during the **extended reporting period**, then any **claims** arising out of the same, related or continuous **pollution incident(s)** that are first made against an insured and reported to us under a subsequent policy, issued to you by us or by **our affiliates**, providing the same or similar coverage to this policy, will be deemed to have been first made and reported during the **policy period** for this policy. Furthermore, coverage for such **claims** under this policy will apply only if you have maintained with us or with **our affiliates**, on a continuous and uninterrupted basis from the time of the first such **claim** is made against an insured and reported to us, pollution liability coverage that provides the same or materially the same coverage as this policy.

## SECTION IV. CONDITIONS OF INSURANCE

### A. Application Representations

By accepting this policy, you understand and agree that the statements in the application, including any supporting documentation or information submitted in connection with the application for this insurance, are hereby made a part of this policy; are accurate and complete to the best of the **responsible insured's** knowledge; that those statements are based upon representations you made to us; and that we have issued this policy in reliance upon your representations.

### B. Assignment

The interest of any insured under this policy is not assignable, unless and until, our consent to such assignment is endorsed hereon.

### C. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

### D. Cancellation

This policy may be cancelled by the **first named insured** by surrender of the policy to us, or by mailing to us a written notice stating when thereafter the cancellation is effective. If the **first named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure after applying the Minimum Earned Premium set out in Item 5. of the Declarations. However, as of the date any **claim** or **loss** is (1) reported to us or (2) known by any **responsible insured**, the minimum earned premium shall be 100% and there will be no return premium for cancellation of this policy by you.

This insurance may be cancelled by us, but only for the following reasons:

1. failure to pay a premium when due;
2. fraud or material misrepresentation on the part of an insured, such as can be proven in a court of law; or
3. a change in use or operations at an **insured site** or **your work** which materially increases a risk under this policy.

However, cancellation for such a change identified in paragraph 3. immediately above within this condition shall either apply to **your work** or the **insured site(s)** upon which such change occurred, respectively, and will be processed via endorsement to this policy to exclude such coverage element.

Cancellation by us will be effectuated by mailing a written notice of cancellation to the **first named insured** at the address shown in the Declarations stating when cancellation will be effective, in accordance with the following schedule: the effective date of such cancellation notice will not be less than 10 days after mailing in the case of failure to pay a premium when due; or not less than 90 days after mailing in the case of cancellation for the reason(s) outlined above in Paragraph 2. or 3. of this Part **D. Cancellation**. The mailing of notice as noted shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by you or by us shall be equivalent to mailing.

If we cancel this insurance, earned premium shall be computed pro rata. Premium adjustment may be made 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 of cancellation.



## E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance or estop us from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance and signed by us.

## F. Consent

Where our consent and/or approval or your consent and/or approval is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

## G. Economic and Trade Sanctions

We shall not be deemed to provide cover and we shall not 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 us to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

## H. Entire Agreement

By acceptance of this policy, you agree with us that this policy and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this policy can be waived or changed only by written endorsement.

## I. Headings

Any headings or sub-headings that appear in this policy are intended for convenience only and in no way form a part of the terms, conditions or substance of the policy.

## J. Inspection and Audit

By acceptance of this policy, you agree that we have the right, but not the obligation, to inspect or monitor on a continuing basis the activities of your business or **insured site(s)** at any reasonable time of business. If we decide to exercise this right, we will provide you or your broker or agent with reasonable notice (of at least ninety six (96) hours) as to the time and place of our inspection or monitoring, and we will seek your assistance with providing access to those locations or operations we intend to inspect or monitor.

We may, subject to our sole discretion, report orally or in writing to you on the conditions we find and recommend changes. Any such reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections, nor do we undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. Further, nothing in our inspection, monitoring or reports shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine whether any conditions are safe, or whether any operations or facilities are in compliance with laws, regulations, codes or standards.

## K. Legal Action Against Us

No person or organization has a right under this policy to:

1. join us or **our affiliates** as a party or otherwise bring us or **our affiliates** into a legal suit or legal proceeding asking for damages from an insured; or

2. sue us or **our affiliates** on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **L. Other Insurance**

With respect to any insured, this insurance will apply in excess of any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless such other insurance is written only as specific excess insurance over the limit of liability of this policy.

When both this insurance and other insurance apply to any **claim** or **loss** on the same basis, then we will not be liable under this policy for a greater proportion of the **loss** than the lower of either (1) the Limits of Liability shown in the Declarations or (2) the amount determined by contribution amongst the policies, as follows:

1. Contribution by Equal Shares - if all of the other insurance permits contribution by equal shares, we will also follow this method. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.
2. Contribution by Limits - if any other insurance does not permit contribution by equal shares, we 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.

Notwithstanding the foregoing, with respect to any policy issued for a specific project or projects, including, but not limited to, any owner or contractor controlled insurance program(s), owner's protective policy, wrap-up policy or similar insurance, the insurance afforded by this policy will apply only in excess and will not contribute with such other insurance.

#### **M. Separation of Insureds / Severability**

Except with respect to the Limits of Liability, or any rights or duties specifically assigned to the **first named insured**, this insurance applies:

1. as if each **named insured** were the only **named insured**; and
2. separately to each insured against whom a **claim** is made.

#### **N. Service of Suit**

It is understood and agreed that in the event of a failure by us to pay any amount claimed to be due hereunder, we, at the request of the **first named insured**, will submit to a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of any of our rights to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the United States of America or any state therein. In any suit instituted against us upon this contract by said court, we will abide by the final decision of the court or of any appellate court in the event of an appeal.

It is further agreed that service of process upon us in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the applicable statute governing service of process in the state or jurisdiction in which a cause of action arises under this contract of insurance, or his successor or successors in office as their 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.

We hereby designate the President of **Navigators Specialty Insurance Company**, One Penn Plaza, 50th Floor, New York, NY 10119, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

#### **O. Subrogation**

In the event of any payment under this insurance by us, we shall be subrogated to all the insured's rights of recovery against any person or organization. You agree to cooperate with us and to execute and deliver all instruments and papers and do whatever else is necessary to enforce such rights. No insured shall do anything after the payment of **loss** by us to prejudice such rights.

After the deduction of any expenses incurred by us in making a subrogation recovery, any remaining monies shall first accrue to you to the extent of any payment in excess of the limits of liability, then to us to the extent of our payment under the policy, then to you to the extent of your payment of the deductible.

Solely with respect to Coverage B, we will waive any right of recovery we may have against any person or organization because of payments we make for any **loss, cleanup costs, or emergency cleanup costs** arising out of activities of your business done under a written contract or agreement with that person or organization. This waiver of subrogation applies only to persons or organizations with which you have a written contract executed prior to when the **pollution incident** first commenced and only to the extent a waiver of subrogation is required by the contract or agreement.

#### **P. Territory**

This policy applies to pollution incident(s) taking place anywhere in the world, provided the insured's responsibility to pay loss is determined by a court of competent jurisdiction in the United States of America (including its territories or possessions), Puerto Rico and Canada, or is otherwise agreed to by us. This policy does not, and shall not be construed to, provide locally-admitted coverage in any jurisdiction other than the United States of America or Canada.

### **SECTION V. POLICY DEFINITIONS**

**A. Bodily injury** means the following injury(ies) as sustained by any person, including, if applicable, death resulting therefrom:

1. physical injury, sickness, disease, building-related illness or other illness, including, but only in the presence of at least one of the aforesaid physical injuries or as otherwise required by court order, the cost of medical monitoring; and/or
2. mental anguish, emotional distress, or shock.

**B. Claim or claims** means a written demand or notice received by an insured alleging liability on your part for **bodily injury, property damage, or cleanup costs** caused by a **pollution incident** to which this insurance applies.

**C. Claim expenses** means:

1. all reasonable and necessary fees charged by legal counsel designated by us, or, with our prior written consent, by you; and/or
2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of any **claim**, suit or proceeding arising in connection therewith, if incurred by us, or, with our prior written consent, by you.

**Claim expenses** does not include any salary, overhead or other charges by an insured for any time spent in cooperating in the defense and investigation of any **claim** or circumstance which might lead

to a **claim** notified under this insurance, except as outlined in **SECTION VI.**, Paragraph **B. Your Assistance and Cooperation.**

- D. Cleanup costs** means those reasonable and necessary expenses incurred in order to investigate, test, monitor, abate, remove, remediate, neutralize, clean or dispose of soil, sediment, groundwater, surfacewater, or other contamination arising from a **pollution incident** to the extent required by **environmental law**, or in the absence of **environmental law**, recommended in writing by an **environmental professional** as necessary for the protection of human health and the environment.

**Cleanup costs** also includes reasonable and necessary expenses incurred by an insured with our written consent, to repair, replace, or restore real or personal property to substantially the same condition it was in prior to being damaged in the course of incurring **cleanup costs**, however, such expenses will not include any costs associated with any improvements or betterments, except to the extent that such betterment includes the use of materials meeting **green standards** to repair, replace, or restore the damaged property.

Except for **green standards**, with respect to a **pollution incident** at, on or under an **insured site**, the allowable costs to repair, replace, or restore real or personal property as noted will not exceed the actual cash value of the real or personal property immediately prior to incurring any **cleanup costs**.

- E. Completed operations** means **your work** that have been completed and does not include **your work** that have been abandoned by you. **Your work** will be deemed completed at the earliest of the following times:

1. when all of **your work** called for in your contract have been completed;
2. when all **your work** to be performed at a **jobsite** have been completed if your contract calls for work at more than one **jobsite**; or
3. when that part of **your work** performed at the **jobsite** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

**Your work** that may need service, maintenance, correction, repair or replacement, but which are otherwise complete as noted above, will be deemed completed and treated as **completed operations**.

- F. Cyber attack** means:

1. any unauthorized access to or unauthorized use or modification of a network owned, operated or controlled by you, or by a third party service provider on your behalf (hereinafter "network") through hacking or otherwise;
2. denial of service attacks against a network;
3. the infection of a network by malicious code;
4. a ransomware attack; or
5. a zero-day attack;

For purposes of this definition, a network includes a computer system including electronic data, software, hardware, firmware, data storage devices, mobile devices, and electronic components and equipment residing on or forming part of a computer system.

- G. Emergency cleanup costs** means those reasonable and necessary expenses incurred by you in order to investigate, test, monitor, abate, remove, remediate, neutralize, clean or dispose of soil, sediment groundwater, surfacewater, or other contamination in response to a **pollution incident** that:

1. first commences during the **policy period**;
2. presents an imminent and substantial danger to human health or the environment; and
3. requires an immediate response by you in order to mitigate or reduce potential **loss** to which coverage under this policy applies or would apply but for the absence of a **claim** against you.

- H. Environmental laws** means any federal, state, provincial, or local law, 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 or directives, applicable to a **pollution incident**.
- I. Environmental Professional** means a person designated by us, or, by you with our prior written consent and approval, that is certified or licensed as a Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), or a Professional Geologist (P.G.), or other certified or licensed professional with the applicable state environmental regulatory agency. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one giving rise to **cleanup costs** or **emergency cleanup costs** under the policy, and the maintenance of adequate errors and omissions insurance.
- J. Extended Reporting Period** means the Automatic Extended Reporting Period or, if applicable, the Supplemental Extended Reporting Period, as outlined in **SECTION VIII.** of this policy.
- K. First Named Insured** means the person or entity stated in Item 1. of the Declarations, and subject to the responsibilities outlined in **SECTION II., Paragraph A.1.** of this policy.
- L. Fungus** means any form of mold, living or not living, mildew, or fungi, including mycotoxins, spores or byproducts produced or released by fungi.
- M. Green standards** means the following standards, products, methods, and processes for improving the environment, increasing energy efficiency, and enhancing safety and property protection:
1. LEED® Green Building Rating System™ of the U.S. Green Building Council;
  2. Green Globes™ Assessment and Rating System;
  3. ENERGY STAR®;
  4. National Fire Protection Association codes;
  5. Underwriter Laboratories standards; or
  6. other local or international codes.
- N. Inception date** means the first date set forth in Item 2. of the Declarations.
- O. Insured contract** means:
1. a written contract or agreement submitted to and approved by us, and listed on a Schedule of Insured Contracts endorsement attached to this policy; or
  2. solely with respect to coverage **B. Pollution Liability for Your Off-Site Activities:**
    - a. your obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
    - b. that part of any other contract or agreement pertaining to **your work** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage** or **cleanup costs** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- P. Insured site** means any real property that is both (1) owned, operated, leased, rented, or managed by you as of the **inception date** and (2) listed in the application for this insurance.
- Q. Jobsite** means a location where **your work** is performed, but does not include any **insured site(s), non-owned location(s), or your property(ies).**

- R. Loss** means:
1. monetary awards or settlements of compensatory damages for **bodily injury** or **property damage**, including, where insurable by law, any punitive, exemplary, or multiple damages, and any civil fines, penalties, or assessments for **bodily injury** or **property damage**;
  2. **cleanup costs** and **emergency clean-up costs** to which this insurance applies; or
  3. **claim expenses** related to Paragraphs 1. and 2. above.
- S. Named insured** means person(s) or entity(ies) outlined in **SECTION II.**, Paragraph **A. Named Insureds**, and referred to as you or your throughout this policy.
- T. Natural Resource Damages** means injury to or destruction of land, fish, wildlife, biota, air, water, ground water, 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 any resources that are the subject of the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)); or any State, Provincial, or local government; or any foreign government; or any Indian Tribe; or, if such resources are subject to a trust restriction or alienation, by any member of an Indian tribe, including any reasonable costs of damage assessment and the cost of restoring injured resources to their baseline condition prior to the **pollution incident** giving rise to **loss** hereunder.
- U. Non-Owned Location** means any location(s) to which your waste or materials are sent for treatment, storage, processing, recycling or disposal provided the location is not and never was owned, operated, leased, rented, managed or occupied by you or your parent, subsidiary or affiliate(s) and the location:
1. is listed in a Schedule of Non-Owned Location(s) endorsement attached to and made a part of this policy; or
  2. meets all of the following criteria as of the date waste or materials are delivered by you:
    - a. is properly licensed, as applicable, by state, federal, municipal or provincial authority to conduct waste treatment, storage, processing, recycling or disposal; and
    - b. is not listed, or proposed to be listed, on the U.S. Environmental Protection Agency's (EPA's) Final National Priorities List (NPL), or on the Superfund or Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database, or any state or provincial equivalent(s) to the federal NPL, Superfund or CERCLIS database(s).
- V. Our affiliate** means any parent(s), subsidiaries, affiliates, divisions, related companies, holding companies, merged companies, acquired companies, predecessors-in-interest and/or successors-in-interest of the company listed in the Declarations as providing this insurance.
- W. Policy period** means the period set forth in Item 2. of the Declarations, or if this policy is cancelled by either the **first named insured** or by us, any shorter period as a result of such cancellation.
- X. Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, **fungus**, legionella pneumophila, methamphetamines, low level radioactive materials, electromagnetic fields, and waste. Waste includes but is not limited to medical, infectious, and pathological wastes.
- Y. Pollution incident** means:
1. the discharge, dispersal, release, seepage or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater;
  2. the discharge, dispersal, release, seepage or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, that results directly from a **cyber attack**;

3. subject to the applicable Fungus/Legionella Retroactive Date stated in Item 4. of the Declarations, the existence of **fungus** and/or legionella pneumophila at, on, within any man-made structures or buildings, including the indoor air within the aforesaid structures or buildings;
4. the discharge, dispersal, release, seepage or escape of silt or sediment beyond the legal boundaries of a **jobsite** or **insured site**; or
5. the illicit abandonment of any **pollutant** by a third party without your knowledge at an **insured site** or **jobsite** at which you perform **your work**.

**Pollution incident** does not include any **pollutant** that does not exceed the amount or concentration naturally present in the environment.

**Z. Property damage** means:

1. Physical injury to or destruction of tangible property owned by third parties, including any resulting loss of use and diminution in value thereof;
2. Loss of use of tangible property owned by third parties that has not been physically injured or destroyed; or
3. **Natural Resource Damages**.

**Property damage** does not include **cleanup costs**.

**AA. Responsible insured** means any of the following individual(s):

1. all of your officers, directors, partners, principals, or members;
2. any of your managers of an **insured site** or **jobsite**; or
3. your corporate manager(s) that are responsible for environmental affairs, control, or compliance.

**BB. Underground storage tank system** means any tank or vessel, including any attached pumps, valves and piping connected to the tank or vessel, that has at least ten (10) percent of its volume below ground. **Underground storage tank system** does not include:

1. a septic tank, oil/water separator or sump pump;
2. a tank that is enclosed within a basement, cellar, shaft, or tunnel, if the tank is upon or above the surface of the floor; or
3. storm water or wastewater collection systems.

**CC. Your products** means any goods or products, other than real property, manufactured, sold, handled, or distributed by you, or by others trading under your name, or any person or organization whose business or assets you have acquired, including:

1. any containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
2. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; or
3. the providing of or failure to provide warnings or instructions.

**DD. Your property(ies)** means any real property that is or was at any time owned, operated, leased, rented, or managed by you.

**EE. Your Work** means those operations or activities, conducted by you or on your behalf, that you have been retained by a third party to perform at a **jobsite**.

## SECTION VI. PROCEDURES WHEN REPORTING A CLAIM TO US

The following section outlines the insured's duties in the event of a **claim** or **loss** which, as a condition precedent to coverage under this policy, must be reported to us as follows:

### A. Claim Reporting

In the event that an insured receives a **claim** or becomes aware of a **pollution incident** which may give rise to **loss** under this policy, the insured must notify us as soon as practicable utilizing any of the following methods, or by utilizing any other methods or addresses which may be substituted by us by endorsement to this policy:

1. by electronic mail to the Claims Department at [newloss@thehartford.com](mailto:newloss@thehartford.com); or
2. by telephone at 855-444-4796; or
3. by mail to our Claims Office at

Navigators Insurance  
Attn: Claims Division  
One Hartford Plaza  
Hartford, CT 06155

Notice to us should contain the following information:

1. the current contact information of the person(s) giving notice to us;
2. the time and location of the **pollution incident**;
3. a description of the circumstances giving rise to the **pollution incident** including how and when you become aware of the **pollution incident**;
4. the names and addresses of any injured persons and witnesses; and
5. all other information which is relevant to the **claim, pollution incident, or loss**.

Thereafter, the insured is required to submit to us as soon as practicable, but in no event longer than sixty (60) days from the date of our request, any information related to the notice which we may reasonably request including but not limited to any relevant contracts, technical reports, laboratory data, field notes, or documents generated by an insured in the investigation of any potential **loss** hereunder, whether or not these materials are deemed by any insured to be relevant. If a **claim** is made against any insured, you must immediately send us copies of any demands, notices, summonses or legal papers received in connection therewith.

If any insured makes any **claim** under this policy knowing such **claim** to be false or fraudulent, as regards to the amount or otherwise, this policy shall become null and void, and all coverage hereunder shall be forfeited.

### B. Your Assistance and Cooperation

Without any charge to us, any and all insureds who may have any information related to a notice of a **claim** or **loss** submitted to us are required to cooperate with us in all investigations, securing and giving evidence, and, with respect to depositions, hearings, arbitrations, mediations, trials and any other legal proceedings, including their own personal attendance and the assistance in securing the attendance of witnesses. In the event that you or any of your principals, partners, executives, officers, directors, members or employees are required to personally attend any legal proceeding at our request, then you are entitled to receive reimbursement from us of up to \$500 per day for each individual, subject to a policy limit of \$10,000, to cover their travel and lodging expenses directly related to their attendance at such proceedings. These allowable expenses are subject to and will erode both the Limit of Liability and the Deductible set out in the Declarations.



### C. Your Duty and Our Right to Mitigate

Once you become aware of a **pollution incident**, you are required to make any reasonable attempt to mitigate any **loss** and to comply with all applicable laws. If, in our sole judgment, you or any insured fails to take reasonable steps to mitigate a **pollution incident** which may give rise to **loss** hereunder, we will have the right but not the duty to take such steps as we deem appropriate to mitigate the **pollution incident**. Any **cleanup costs** incurred by us will be deemed to have been incurred by the insured and will erode both the Limit of Liability and the Deductible set out in the Declarations.

### D. Our Right to Approve Environmental Professionals

You, with our prior written consent and approval, have the right and duty to designate and retain qualified **environmental professional(s)** to assist with the investigation or remediation of a **pollution incident** covered hereunder. Our written consent is not required in the case of **emergency cleanup costs** resulting from a **pollution incident**, however, you are still required to select a qualified **environmental professional** to conduct any investigation or remediation on your behalf, and the rates and fees we actually pay to the **environmental professional** for their services will be limited to the rates and fees we typically pay in the ordinary course of business in investigating and remediating similar **pollution incidents** in the community where the **pollution incident** arose. Any costs or **loss** incurred by you prior to receiving our written consent and approval will not be covered under this policy or credited against the deductible, except in the case of **emergency cleanup costs** resulting from a **pollution incident**.

## SECTION VII. DEFENSE AND SETTLEMENT

### A. Our Right and Duty to Defend

We will have the right and duty to defend the insured against any **claim(s)** for **bodily injury, property damage or cleanup costs** to which this insurance applies, but we will have no such duty to defend any insured against any **claim(s)** to which this insurance does not apply. Upon your satisfaction of any applicable deductible, **claim expense(s)** to which this insurance applies will be paid and will reduce the applicable Limits of Liability set out in the Declarations as described in **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**. Our duty to defend ends once the applicable Limit of Liability has been exhausted by payment of any **loss**.

### B. Our Right to Select Legal Counsel

We have the right to select legal counsel to defend the insured against any **claim(s)** for **bodily injury, property damage or cleanup costs** to which this insurance applies. Where allowable by law, we may appoint one counsel to represent or defend all insureds against any **claim(s)** to which this insurance applies on a joint defense basis.

### C. Your Right to Independent Counsel

When an insured is entitled by law to select, at our expense, independent counsel (e.g., Cumis Counsel) to oversee our defense of a **claim** against the insured, the attorney's fees and all other litigation expenses we will pay to the independent counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** in the community where the **claim** arose or is being defended. Any insured may, at any time, by signed consent, waive their right to select an independent counsel.

Additionally, we require that such independent counsel have certain minimum qualifications with respect to their legal competency including, but not limited to, experience in defending **claims** similar to the one pending against any insured and to require independent counsel to have errors and omissions insurance coverage. The insured agrees that such counsel will respond to our request(s) for information regarding the **claim** in a timely manner and to comply with our litigation management and billing guidelines.

## D. Settlement

The following paragraphs outline the rights and duties of the parties' to this policy with respect to any settlement(s) or payment(s) for **loss**:

### 1. Voluntary Payments

Other than **emergency cleanup costs**, no insured shall incur any **loss** or admit liability, offer to settle, or agree to any settlement in connection with any **claim** without our prior written consent. When our written consent to a settlement is requested, you must promptly provide us with all information and particulars we may reasonably request, including, but not limited to, information which an insured may deem immaterial, in order to reach an informed decision as to such consent. Any **loss** resulting from any admission of liability or agreement to settle, including any **claim expenses**, incurred prior to our consent shall not be covered hereunder.

Furthermore, with respect to **cleanup costs** to which this insurance applies, the insured must:

- a. submit, for our preapproval, all proposed work plans prior to submittal to any regulatory agency;
- b. submit, for our preapproval, all bids and contracts for **cleanup costs** prior to execution or issuance; and
- c. forward progress reports regarding **cleanup costs** to us at reasonable intervals and prior to any submittal to any regulatory agency that is authorized to review and approve such submittals.

### 2. Offer(s) To Settle

If we present and recommend any offer(s) made by the claimant(s) to settle a **claim** and an insured refuses to consent to such settlement and elects to contest the **claim**, our limit of liability for any **loss** related to that **claim**, including **claim expense**, will be limited to the amount of the recommended settlement, plus the costs, charges and expenses incurred as of the date of your refusal which exceed the Deductible and fall within the Limits of Liability. At such time as the insured refuses to settle a **claim**, we have the right to withdraw from the further defense thereof by tendering control of the defense to the insured.

### 3. Transfer of Defense Duties

If we conclude that any applicable limit of liability of this policy has been, or soon will be, exhausted by the payment of **loss**, we will so notify the **first named insured** in writing as soon as possible. In the event that there are ongoing legal proceedings with respect to any **claim(s)** against an insured, and any applicable limit of liability of this policy has been exhausted by the payment of **loss**, or if an insured has refused to consent to a settlement as outlined in Paragraph **VII. D. 2. Offers to Settle** above, we will advise you that our duty to defend has ended and that we will no longer handle the defense of any ongoing **claim(s)** or new **claims** against an insured. Thereafter, we will initiate and cooperate in the transfer of control of the defense of all **claims** to any appropriate insured. The exhaustion of any applicable limit of liability by the payment of **loss** will not be affected by our failure to comply with any of the provisions of this section, nor will we be obligated by operation of any rights or duties in this paragraph to defend or continue to defend any **claim** or pay any **loss** after any applicable limit of liability of this policy is exhausted.

## SECTION VIII. EXTENDED REPORTING PERIOD

If this policy is terminated for any of the following reasons:

1. cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation on the part of an insured as outlined in **SECTION IV. CONDITIONS OF INSURANCE**, Paragraph **D. Cancellation**, subparts 1. and 2.; or
2. non-renewal by us; or
3. cancellation by you;

and you have not purchased any other insurance to replace this insurance, then you are entitled to an **extended reporting period** as outlined in Paragraphs **VIII. A.** or **VIII. B.** below. The quotation by us of a different premium, or deductible, or limit of liability, or changes in policy language for the purpose of renewal, shall not constitute a refusal to renew by us. Any **extended reporting period** does not extend the **policy period** or change the scope of coverage provided, nor does it act to reinstate or increase any of the limits of liability.

### A. Automatic Extended Reporting Period

Unless you opt to purchase the Supplemental Extended Reported Period as outlined below in Paragraph **B.** of this Section, an **extended reporting period** of ninety (90) days will be automatically provided to you for no additional premium. The Automatic Extended Reporting Period begins on the date the policy is terminated as outlined above in this Section and applies to **claims** first made against the insured and reported to us during the Automatic Extended Reporting Period. A **claim** first made and reported to us during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **policy period** provided the **claim** arises from a **pollution incident** that first commenced prior to the end of the **policy period** and would otherwise be covered under this policy.

### B. Supplemental Extended Reporting Period (Optional)

At any time prior to or within 30 days following the date this policy is terminated as outlined above in this **SECTION VIII.**, you may elect, by notification to us in writing, to purchase a Supplemental Extended Reported Period for an additional premium of not more than 200% of the full policy premium. The available duration of said Supplemental Extended Reporting Period will be up to a maximum of thirty-six (36) months.

The Supplemental Extended Reporting Period begins on the date the policy is terminated as outlined above in this Section and applies to **claims** first made against the insured and reported to us during the Supplemental Extended Reporting Period. A **claim** first made and reported to us during the Supplemental Extended Reporting Period will be deemed to have been made on the last day of the **policy period** provided the **claim** arises from a **pollution incident** that first commenced prior to the end of the **policy period** and would otherwise be covered under this policy. At such time as the Supplemental Extended Reporting Period is purchased, the Automatic Extended Reporting Period will merge into and not be in addition to the Supplemental Extended Reporting Period.

It is a condition precedent to the operation of any of your rights under this **SECTION VIII. B.**, that you make a written request to us expressing your intent to purchase the Supplemental Extended Reporting Period within 30 days following the date this policy is terminated as outlined above, and that you pay in its entirety the additional premium when due. At the commencement of the Supplemental Extended Reporting Period the entire premium will be deemed fully earned, and, in the event that you terminate the Supplemental Extended Reporting Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Supplemental Extended Reporting Period.

## **CALIFORNIA COMPLAINT NOTICE**

In the event you need to contact someone regarding a dispute about your policy, premium or a claim that you have filed, please contact your broker or agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

**Navigators Specialty Insurance Company**

**One Penn Plaza, 50th Floor**

**New York, NY 10119**

**Telephone Number: 877-313-2195**

If you have been unable to contact or obtain satisfaction from the broker, agent, or company, you may contact the Consumer Services Division at:

**Consumer Services Division**

**California Department of Insurance**

**300 South Spring Street, South Tower**

**Los Angeles, CA 90013**

**[www.insurance.ca.gov](http://www.insurance.ca.gov)**

**Toll Free Number: (800) 927-4357 or (213) 897-8921**

Please be informed that written correspondence is preferred so that a record of your inquiry is maintained. In addition, have your policy number available when contacting your broker, agent, company, or the Consumer Services Division.

This notice is for information only and does not become a part or condition of this policy.



# NOTICE OF CLAIM FORM

Please send notification to:

*Email:* [newloss@thehartford.com](mailto:newloss@thehartford.com)

*Mail:* Navigators Insurance  
One Hartford Plaza  
Hartford, CT 06155  
Telephone: 855-444-4796

## PLEASE SUBMIT ALL RELATED CORRESPONDENCE AND DOCUMENTATION RELATING TO THIS NOTICE

**Date of Notice:**

\_\_\_\_\_

**Policy Number:**

NY21ESP0BK6M5IC

**Policy Period:**

From: 10/12/2021 12:00:00 AM

To: 10/12/2024 12:00:00 AM

<b>Broker Name:</b>	
Address:	
Email:	
Contact:	
Telephone:	

<b>Named Insured:</b>	
Insured Address:	
Email:	
Contact:	
Telephone:	

### LOSS INFORMATION

<b>Claimant:</b>	
Claimant Address:	
Email:	
Contact:	
Telephone:	

**Loss Date:**

\_\_\_\_\_

**Loss Location:**

\_\_\_\_\_

**Loss Description:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Internal Use Only:* Date Received: \_\_\_\_\_

## PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at [www.TheHartford.com](http://www.TheHartford.com) or at 1-800-592-5717.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any 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; 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. 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 Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 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, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. 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.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$892.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

**YOU SHOULD ALSO KNOW THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE. THE PORTION OF YOUR PREMIUM ATTRIBUTABLE TO SUCH COVERAGE IS SHOWN ABOVE.**

If you have any questions about this notice, please contact your agent or Broker.

Effective 12:01 AM Std Time: October 12, 2021 Issued to: Tulare Local Healthcare District

Policy Number: NY21ESP0BK6M5IC

Company: Navigators Specialty Insurance Company

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

**AGGREGATE DEDUCTIBLE WITH DROP-DOWN MAINTENANCE DEDUCTIBLES ENDORSEMENT**

1. It is hereby agreed that the following is added to Item 3. of the Declarations:

**Aggregate Deductible:** \$100,000

**Maintenance Deductible:** \$25,000

**Maintenance Fungus / Legionella Deductible:** \$50,000

2. **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**, Paragraph **F. Deductible** is deleted in its entirety and replaced with the following:

**F. Deductible**

Except with respect to **claims** arising out of **fungus** or legionella pnueumophila, the Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incident(s)**.

Solely with respect to **claims** arising out of **fungus** or legionella pneumophila, the Fungus / Legionella Deductible shown in Item 3. of the Declarations applies to all **loss** arising out of one **pollution incident**, or out of the same, related or continuous **pollution incident(s)**.

This policy applies to **loss** only in excess of the applicable deductible, which shall be paid by the **first named insured** and remain uninsured.

If the same, related or continuous **pollution incident(s)** results in **loss** arising partly out of **fungus** or legionella pneumophila and partly out of another type of **pollution incident** covered hereunder, only the highest of the applicable deductibles will apply.

If, in the defense or settlement of a **claim** or in the payment of **loss**, including the reimbursement of **emergency cleanup costs**, we pay any part or all of the deductible, then, upon our notification to you of such action taken, you are responsible to promptly reimburse us for such part of the deductible amount as has been paid by us.

If under this policy you pay deductible amounts which in the aggregate equal to or initially exceed the Aggregate Deductible amount shown in Item 3. of the Declarations, then for each subsequent **loss** the following Maintenance Deductibles will apply as follows:

1. Except with respect to each **loss** arising out of **fungus** or legionella pnueumophila, this policy will apply in excess of the Maintenance Deductible shown in Item 3. of the Declarations;
2. Solely with respect to each **loss** arising out of **fungus** or legionella pnueumophila, this policy will apply in excess of the Maintenance Fungus/Legionella Deductible.



**Effective 12:01 AM Std Time:** October 12, 2021    **Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC    **Company:** Navigators Specialty Insurance Company

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

Any Maintenance Deductible shall be paid by the **first named insured** and remain uninsured.

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

Effective 12:01 AM Std Time: October 12, 2021

Issued to: Tulare Local Healthcare District

Policy Number: NY21ESP0BK6M5IC

Company: Navigators Specialty Insurance Company

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

**ENVIRONMENTAL CRISIS MANAGEMENT ENDORSEMENT**

Solely with respect to the coverage afforded by this endorsement, it is hereby agreed as follows:

1. Item 3. LIMIT OF LIABILITY, DEDUCTIBLE of the Declarations is amended with the addition of the following:

Coverage	Crisis Management Fees Each Event Deductible (\$)	Crisis Management Fees Limit
Environmental Crisis Management	\$0 Each Event	\$250,000 Each Event \$250,000 Total of All Events

2. **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS** is amended by the addition of the following coverage part:

**Environmental Crisis Management**

We will pay those **crisis management fees** incurred by you as a direct result of a **crisis management event** to which this insurance applies, but only if the **crisis management event**:

- a. first commences during the **policy period**;
- b. relates to a **pollution incident**, and any resulting **bodily injury, property damage, or cleanup costs**, that are otherwise covered by, and not excluded under, this policy; and
- c. is discovered by you and reported in writing to us during the **policy period**.

The knowledge of a **crisis management event** by a **responsible insured** constitutes discovery on your part. Furthermore, the **pollution incident** to which this coverage applies must be unknown to any **responsible insured** as of the **inception date** of this policy, or the effective date of any policy issued to you by us to which this policy is a renewal, but only if the prior policy(ies) also included coverage for **crisis management fees**.

3. **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE** is amended by the addition of the following paragraph:

**Environmental Crisis Management Event Sublimit**

All public announcements or accusations, and all **crisis management fees**, based upon or arising out of any same, related or continuous **pollution incident(s)**, including a repeat or resumption of a previous **pollution incident**, will be treated as a single **crisis management event**.

Subject to Paragraphs **B., C., D.** and **F.** of **SECTION III. LIMITS OF LIABILITY; DEDUCTIBLE**, the most we will pay under this policy for all **crisis management fees** is the Crisis Management Fees Each Event Limit / Crisis Management Fees Total of All Events Limits shown in Item 3. Of the Declarations, regardless of the number of public announcements or accusations.

4. **SECTION V. POLICY DEFINITIONS**, Paragraph **R. Loss** in is amended by the addition of the following:

**Loss** includes any **crisis management fees** to which this insurance applies.

5. **SECTION V. POLICY DEFINITIONS**, is amended by the addition of the following definitions:

**Effective 12:01 AM Std Time:** October 12, 2021

**Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC

**Company:** Navigators Specialty Insurance Company

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

**Crisis management consultant** means a professional firm or consultant that provides crisis management services which has been approved in writing by us, the approval for which shall not be unreasonably withheld.

**Crisis management event** means the public announcement or accusation by a third party that you caused a **pollution incident**:

1. resulting in **bodily injury** involving multiple third parties;
2. resulting in **property damage** to, or **cleanup costs** at, real properties owned by multiple third parties; or
3. that presents an imminent and substantial danger to human health or the environment.

**Crisis management fees** mean those reasonable and necessary fees and expenses:

1. incurred by you during the period beginning on the date the **crisis management event** is discovered and ending ninety (90) days thereafter; and
2. for services provided to you by a **crisis management consultant** for the sole purpose of assisting you with:
  - a. managing the media in direct response to a **crisis management event** to which this insurance applies; or
  - b. minimizing the economic harm to you caused by a **crisis management event** to which this insurance applies by consulting you with respect to maintaining and restoring your public image or reputation.

The insured must take reasonable steps to minimize **crisis management fees**.

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

**Effective 12:01 AM Std Time:** October 12, 2021

**Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC

**Company:** Navigators Specialty Insurance Company

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

**MATERIAL CHANGE IN USE OF INSURED SITE -  
INTENDED USE EXCLUSION ENDORSEMENT**

It is hereby agreed that **SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **C. 1. Coverage A Exclusions**, paragraph **b. Material Change in Use**, is deleted in its entirety and replaced with the following:

**b. Material Change in Use**

based upon or arising out of a change in use or operations at an **insured site** during the **policy period** resulting in a use or operations which are different from the Intended Use disclosed in the application for this insurance and scheduled below:

Intended Use: Medical office/warehouse

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

**Effective 12:01 AM Std Time:** October 12, 2021

**Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC

**Company:** Navigators Specialty Insurance Company

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

**MINIMUM EARNED PREMIUM ENDORSEMENT**

It is hereby agreed as follows that **SECTION IV. CONDITIONS OF INSURANCE**, paragraph **D. Cancellation** is hereby deleted in its entirety and replaced with the following:

**D. Cancellation**

This policy may be cancelled by the **first named insured** by surrender of the policy to us, or by mailing to us a written notice stating when thereafter the cancellation is effective. If the **first named insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure after applying the applicable minimum earned premium as set out in the Schedule of Minimum Earned Premium(s) below. However, as of the date any **claim** or **loss** is (1) reported to us or (2) known by any **responsible insured**, the minimum earned premium shall be 100% and there will be no return premium for cancellation of this policy by you.

This insurance may be cancelled by us, but only for the following reasons:

1. failure to pay a premium when due; or
2. fraud or material misrepresentation on the part of an insured, such as can be proven in a court of law; or
3. a change in use or operations at an **insured site** or **your work** which materially increases a risk under this policy.

However, cancellation for such a change identified in paragraphs 3. immediately above within this condition shall either apply to **your work** or the **insured site(s)** upon which such change occurred, respectively and will be processed via endorsement to this policy to exclude such coverage element.

Cancellation by us will be effectuated by mailing a written notice of cancellation to the **first named insured** at the address shown in the Declarations stating when cancellation will be effective, in accordance with the following schedule: the effective date of such cancellation notice will not be less than 10 days after mailing in the case of failure to pay a premium when due; or not less than 90 days after mailing in the case of cancellation for the reason(s) outlined above in paragraph 2. or 3. of this Part **D. Cancellation**. The mailing of notice as noted shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by you or by us shall be equivalent to mailing.

If we cancel this insurance, earned premium shall be computed pro rata. Premium adjustment may be made 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 of cancellation.

**SCHEDULE OF MINIMUM EARNED PREMIUM(S)**

Policy **Inception Date:** 25%

1<sup>st</sup> Anniversary of Policy **Inception Date:** 100%

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

Effective 12:01 AM Std Time: October 12, 2021

Issued to: Tulare Local Healthcare District

Policy Number: NY21ESP0BK6M5IC

Company: Navigators Specialty Insurance Company

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

**SCHEDULE OF INSURED SITE(S) ENDORSEMENT**  
**(WITH SITE SPECIFIC COVERAGE A RETROACTIVE DATES)**

It is hereby agreed as follows:

1. **SECTION V. POLICY DEFINITIONS**, paragraph **P. Insured site** is deleted in its entirety and replaced with the following:

**P. Insured site** means the real property that is scheduled below:

**Schedule of Insured Site(s)**

Address	City	State	Country	Site Specific Coverage A Retroactive Date	Site Specific Coverage A Fungus/Legionella Retroactive Date
869 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
793-795 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
935-945 Gem Street	Tulare	CA	United States	10/12/2018	10/12/2018
890 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
906 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
922 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
799 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
591 Merritt	Tulare	CA	United States	10/12/2018	10/12/2018
979 Gem Street	Tulare	CA	United States	10/12/2018	10/12/2018
880 E Merritt Avenue	Tulare	CA	United States	10/12/2018	10/12/2018
1050 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
1425 E Prosperity Street	Tulare	CA	United States	10/12/2018	10/12/2018
874 Cherry Street	Tulare	CA	United States	10/12/2018	10/12/2018
446 Prosperity Avenue	Tulare	CA	United States	10/12/2018	10/12/2018
1062 K Street	Tulare	CA	United States	10/12/2018	10/12/2018
845 S Sequoia Avenue	Lindsay	CA	United States	10/12/2018	10/12/2018
16796 Avenues 168	Woodville	CA	United States	10/12/2018	10/12/2018

**Effective 12:01 AM Std Time:** October 12, 2021

**Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC

**Company:** Navigators Specialty Insurance Company

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

Address	City	State	Country	Site Specific Coverage A Retroactive Date	Site Specific Coverage A Fungus/Legionella Retroactive Date
325 West Street	Tulare	CA	United States	10/12/2018	10/12/2018
398 South Street	Earlmar	CA	United States	10/12/2018	10/12/2018

2. Solely with respect to the Schedule of Insured Site(s) listed in Item 1. above in this endorsement, the applicable Coverage A Retroactive Date listed in Item 4. of the Declarations is replaced with the applicable site-specific Coverage A Retroactive Date listed in the Schedule of Insured Site(s) in Item 1. above in this endorsement.

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



**Effective 12:01 AM Std Time:** October 12, 2021

**Issued to:** Tulare Local Healthcare District

**Policy Number:** NY21ESP0BK6M5IC

**Company:** Navigators Specialty Insurance Company

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

**TERRORISM EXCLUSION WITH CERTIFIED ACT OF TERRORISM EXCEPTION ENDORSEMENT**

It is hereby agreed as follows:

- SECTION I. COVERAGES AND COVERAGE EXCLUSIONS**, subsection **D. Common Policy Exclusions Applicable to All Coverages**, is amended by the addition of the following exclusion:

**Terrorism**

based upon or arising, directly or indirectly, out of any act of terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the **claim** or **loss**. However, this exclusion does not apply to a **certified act of terrorism**.

- SECTION V. POLICY DEFINITIONS** is amended by the addition of the following definition:

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, 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:

- 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
- 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.
- If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

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

**LEARN MORE.**

The Hartford's deep specialization can help create customized solutions that better protect you from the complex risks you face.

[TheHartford.com/globalspecialty](https://TheHartford.com/globalspecialty)



Business Insurance  
Employee Benefits  
Auto  
Home