

Public Entity Pollution Liability (APEEL) Coverage Summary

Insurance Policy Information:

Insurance Company	Ascot Specialty Insurance Company
A.M. Best Rating	A, XIV
Standard & Poor's Rating	N/A
State Covered Status	Non-Admitted
Policy/Coverage Term	July 1, 2024 – July 1, 2026
Policy #	ENPR2110000461-03

This is a “claims-made and reported” policy. Claims are required to be discovered and reported within the policy period.

This Policy covers only loss sustained on or after the retroactive date, and prior to the termination of this Policy provided, however, that such loss is reported during the policy period.

Retroactive Date: July 1, 2011

How to Report a Claim:

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

POSTAL SERVICE to:
ASCOT Insurance Company
55 W. 46th Street, 26th Floor
New York, NY 10036

E-MAIL to:
Environmentalclaims@ascotgroup.com
or

By phone:
24 Hour Claims Reporting: 1-833-454-3023
24 Hour Emergency Response: 1-833-ER-ASCOT

Akbar Sharif
Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
949-260-5088
Fax - 949-756-2713
Email – Akbar.sharif@alliant.com

Emergency and After Hours Reporting:

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

How to Request a Certificate of Insurance:

1. Request a Certificate of Insurance within the Members Only section of www.CSURMA.org ... **OR**
2. Email an Alliant staff member directly:

La Shaunda Wallace (primary)
LaShaunda.Wallace@alliant.com
415-403-1489

Tevea Him (secondary)
thim@alliant.com
415-403-1416

Member Action Required:

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

Covered Entities:

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

Covered Location:

Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

Coverage:

Coverage A – Covered Location Pollution

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of bodily injury, property damage or environmental damage to which this insurance applies caused by or resulting from a pollution event on, at, under or migrating from a covered location. We will have the right and the duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for bodily injury, property damage or environmental damage to which this insurance does not apply. We may, at our discretion, investigate any pollution event and settle any claim or suit that may result. But: (1) The amount we will pay for damages and any payments made under SECTION I – SUPPLEMENTARY PAYMENTS is limited as described in Section III – LIMITS OF INSURANCE AND DEDUCTIBLE; and (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, clean-up costs under Coverage A, costs under Coverage C, business income and extra expense under Coverage D or any payments made under SECTION I – SUPPLEMENTARY PAYMENTS.
2. This insurance applies to bodily injury, property damage or environmental damage only if: (1) The bodily injury, property damage or environmental damage is caused by or resulting from a pollution event that takes place in the coverage territory; and (2) The bodily injury, property damage or environmental damage is caused by or resulting from a pollution event that occurs before the end of the policy period; and (3) The insured first discovers the pollution event during the policy period. Discovery of a pollution event happens when a responsible insured (i) first becomes aware of the pollution event, (ii) reports the pollution event to us in writing during the policy period or any extended reporting period we provide under SECTION IV – CONDITIONS, Condition 10. Extended Reporting Period, and (iii) promptly reports the pollution event to the appropriate governmental authority as required by environmental law; or (4) A claim for damages because of bodily injury, property damage or environmental damage is first made against the insured and reported to us in writing during the policy period or any extended reporting period we provide under SECTION IV – CONDITIONS, Condition 10. Extended Reporting Period. A claim received

by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period.

3. If a claim is first made against an insured and reported to us during the policy period, and additional claims arising from the same, related or continuous pollution event are made against an insured and reported to us during the policy period or during the policy period of a subsequent policy issued by us to you providing coverage substantially the same as that provided by Coverage A – Covered Location Pollution Liability for claims first made against an insured and reported to us during the policy period, then all such claims shall be: (1) Deemed to be one claim; (2) Deemed to have been first made and reported during this policy period on the date the first of such claims was made and reported; and (3) Subject to the Coverage A – Covered Location Pollution Liability Limit stated in the Declarations. Coverage under this Coverage A – Covered Location Pollution Liability for such claims shall not apply, however, unless at the time such subsequent claims are first made and reported, you have maintained with us coverage substantially the same as this Coverage A – Covered Location Pollution Liability on a continuous, uninterrupted basis since the first such claim was made against an insured.
4. Damages because of bodily injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury.

Coverage B – Miscellaneous Pollution Liability:

1. We will pay those sums that the insured becomes legally obligated to pay as damages, to which this insurance applies, because of: (1) Bodily injury, property damage or environmental damage caused by or resulting from a pollution event arising out of your work scheduled to this policy by Endorsement; (2) Bodily injury, property damage or environmental damage caused by or resulting from a pollution event during transportation; or (3) Bodily injury, property damage or environmental damage caused by or resulting from a time element pollution event on, at, under or migrating from a newly acquired location.
2. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for bodily injury, property damage or environmental damage to which this insurance does not apply. We may, at our discretion, investigate any pollution event and settle any claim or suit that may result. But: (1) The amount we will pay for damages and any payments made under SECTION I – SUPPLEMENTARY PAYMENTS is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE; and (2) Our right and duty to defend ends when we have used up the applicable limits of insurance in the payment of judgments, settlements, clean-up costs under Coverage A, costs under Coverage C, business income and extra expense under Coverage D, or any payments made under SECTION I – SUPPLEMENTARY PAYMENTS.
3. This insurance applies to bodily injury, property damage or environmental damage only if: (1) The bodily injury, property damage or environmental damage is caused by or resulting from a pollution event that takes place in the coverage territory; (2) The bodily injury, property damage or environmental damage caused by or resulting from a pollution event arising out of your work occurs during the policy period; and (3) Prior to the policy period, no responsible insured knew that the bodily injury, property damage or environmental damage caused by or resulting from a pollution event arising out of your work had occurred, in whole or in part. If any responsible insured knew, prior to the policy period, that the bodily injury, property damage or environmental damage occurred, then any continuation, change or resumption of such bodily injury, property

damage or environmental damage during or after the policy period will be deemed to have been known prior to the policy period. However, this does not apply to any continuation, change or resumption of environmental damage arising out of your work performed after the effective date of the policy period; (4) The bodily injury, property damage or environmental damage caused by or resulting from a pollution event during transportation occurs before the end of the policy period; and (5) No claim for such bodily injury, property damage or environmental damage caused by or resulting from a pollution event during transportation was made against the insured prior to the effective date of the policy period; (6) The bodily injury, property damage or environmental damage caused by or resulting from a time-element pollution event on, at, under or migrating from a newly acquired location occurs during the policy period.

4. Bodily injury, property damage or environmental damage will be deemed to have been known to have occurred at the earliest time when any responsible insured: (1) Reports all, or any part, of the bodily injury, property damage or environmental damage to us or any other insurer; (2) Receives a claim or suit for damages because of the bodily injury, property damage or environmental damage; or (3) Becomes aware by any other means that bodily injury, property damage or environmental damage has occurred or has begun to occur.
5. The following applies to progressive or indivisible bodily injury, property damage or environmental damage, including any continuation, change or resumption of such bodily injury, property damage or environmental damage, which takes place over a period of days, weeks, months or longer caused by continuous or repeated exposure to the same, related or continuous pollution event: (1) Such bodily injury, property damage or environmental damage shall be deemed to have taken place only on the date of first exposure to such pollution event; or (2) Such bodily injury, property damage or environmental damage shall be deemed to have taken place during the policy period of the first policy issued by us to you providing coverage substantially the same as that provided by Coverage B – Miscellaneous Pollution Liability of this policy for bodily injury, property damage or environmental damage that takes place during the policy period but only if: (a) The date of first exposure cannot be determined or is before the effective date of the first policy issued by us to you providing coverage substantially the same as that provided by Coverage B – Miscellaneous Pollution Liability of this policy for bodily injury, property damage or environmental damage that takes place during the policy period; and (b) Such bodily injury, property damage or environmental damage continues, in fact, to occur during this policy period.
6. If the same, related or continuous pollution event results in bodily injury, property damage or environmental damage that takes place during the policy periods of different policies issued by us to you providing coverage substantially the same as that provided by Coverage B – Miscellaneous Pollution Liability of this policy for bodily injury, property damage or environmental damage that takes place during the policy period: (1) All such bodily injury, property damage and environmental damage shall be deemed to have taken place only during the first policy period of such policies in which any of the bodily injury, property damage or environmental damage took place; and (2) All damages arising from all such bodily injury, property damage or environmental damage shall be deemed to have arisen from one pollution event and shall be subject to the Coverage B – Miscellaneous Pollution Liability Limit applicable to the policy for such first policy period.
7. Damages because of bodily injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury.

Coverage C – Emergency and Crisis Management Costs

1. We will pay emergency costs incurred by or on behalf of the insured in response to an imminent or substantial threat to human health or the environment caused by or resulting from a pollution event: (1) Arising out of your work; (2) During transportation; or (3) On, at, under or migrating from a covered location or a newly acquired location.
2. But only if: (1) The pollution event first commenced during the policy period; (2) The pollution event takes place in the coverage territory; (3) The emergency costs, except for crisis management costs, are incurred within ten business days of commencement of the pollution event; or (4) The crisis management costs are incurred within six months of commencement of the pollution event; and (5) The pollution event and related emergency costs are reported to us in writing within 30 business days of commencement of the pollution event.
3. We will pay these costs regardless of fault. But the amount we will pay is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE.

Coverage D – Business Income and Extra Expense

1. We will pay for the actual loss of business income you sustain and the extra expense you incur due to the necessary suspension of your operations during the period of restoration because of environmental damage to which this Coverage D applies caused by or resulting from a pollution event on, at or under a covered location. But: a. The amount we will pay for such loss is limited as described in SECTION III – LIMITS OF INSURANCE; and b. This Coverage D applies to business income and extra expense only if the environmental damage caused by or resulting from a pollution event on, at or under a covered location results in clean-up costs to which Coverage A – Covered Location Pollution Liability applies.
2. All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.
3. Illicit Abandonment is included in the definition of Pollution event.
4. Mold matter and legionella pneumophila are included in the definition of Pollutants. Mold matter means mold, mildew and fungi, whether or not such mold matter is living.
5. Defense Costs and Expenses are within Limits of Liability.
6. Other insurance condition amendment –primary to scheduled other insurance

Limits: *(The insurer has a duty to defend)*

1. Covered Location Pollution Liability	\$5,000,000
2. Miscellaneous Pollution Liability	\$5,000,000
3. Emergency and Crisis Management Costs.....	\$5,000,000
4. Business Income and Disinfection Costs.....	\$1,000,000
5. Policy Aggregate	\$5,000,000

Deductible:

1. Covered Location Pollution Liability \$100,000
2. Miscellaneous Pollution Liability \$100,000
3. Emergency and Crisis Management Costs..... \$100,000
4. Waiting Period for Business Income and Extra Expense 72 Hour
5. Disinfection Costs \$250,000
6. Mold Matter \$200,000

Extended Reporting Period:

1. 90 Days Automatic Basic Extended Reporting Period
2. 48 Months Optional Extended Reporting Period available for not exceed 200% of the policy premium – a Written Request within 30 Days after the end of the policy period needed

Exclusions: *(including but not limited to):*

Common Exclusions:

1. Asbestos and Lead
2. Contractual Liability
3. Employer's Liability
4. Expected or Intended Injury or Damage
5. Noncompliance
6. Nuclear Material
7. Underground Storage Tank
8. Upgrades, Improvements or Installations
9. War
10. Workers' Compensation and Similar Law

Exclusions apply to Coverage A – Covered Location Pollution Liability:

1. Damage to Mode of Transportation
2. Change in Use
3. Construction Activities
4. Intrusive Investigation
5. Prior Known Pollution Event
6. Communicable Disease Exclusion
7. Per- and Polyfluoroalkyl Substances (PFAS) Exclusion

Exclusions apply to Coverage B - Miscellaneous Pollution Liability:

1. Covered Location Transportation
2. Damage to Mode of Transportation
3. Damage to Your Work
4. Disposal Site

Exclusions apply to Coverage C - Emergency and Crisis Management Costs & Coverage D – Business Income and Extra Expense:

1. Divested Location
2. Non-Owned Location

Exclusions apply to Disinfection Costs

1. Pandemic

Questions:

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