POLICYHOLDER NOTICE

This notice is informational and is not part of your policy.

It is recommended that you review your policy carefully to determine your duties and obligations regarding claim or other reporting obligations you may have. We are providing the following contact information as a courtesy:

IF YOU HAVE A COMPLAINT ABOUT YOUR POLICY, PLEASE USE THE FOLLOWING:

Phone: 1-833-240-8996

Email: <u>complaints@bowheadspecialty.com</u>

Address: Attention: Legal Department

Bowhead Specialty

452 Fifth Ave, 24th Floor, New York, NY 10018

TO REPORT A CLAIM OR POTENTIAL CLAIM, PLEASE USE THE FOLLOWING:

Phone: 1-833-240-8996

Email: <u>claims@bowheadspecialty.com</u>
Address: Attention: Claims Department

Bowhead Specialty

452 Fifth Ave, 24th Floor, New York, NY 10018

YOUR INSURER:

In the states of California, New York and Illinois, your insurance coverage will be provided by:

Homesite Insurance Company (NAIC #17221), 290 Congress St., Suite 400, Boston, MA 02210

In all other states, your insurance coverage will be provided by:

Homesite Insurance Company of Florida (NAIC # 11156) (in Florida dba Homesite Assurance Company), 290 Congress St., Suite 400, Boston, MA 02210

BOWHEAD SPECIALTY:

Bowhead Specialty is the Program Administrator for the Insurer. Policies are underwritten by one or more of the American Family Mutual Insurance Company, S.I. affiliated companies.

"Bowhead Specialty" is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the following American Family Mutual Insurance Company, S.I., eligible surplus lines affiliates, Homesite Insurance Company and Homesite Insurance Company of Florida (when in Florida, Homesite Assurance Company). Products that are offered through the eligible surplus lines carriers are subject to premium taxes/fees and are not eligible for insurance guaranty fund protection.

BSU 00 07 CW 05 23 Page 1 of 1



U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- · Foreign agents;
- Front organizations;
- Terrorists;
- · Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

BSU 00 01 CW 11 20 Page 1 of 1



POLICYHOLDER FRAUD WARNINGS

Your quote, binder, policy premium and coverage terms have been developed based on applications and materials you have provided as part of the underwriting process to your agent, broker, or producer. We have relied on such information to develop your quote, binder, policy premium and coverage terms.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. Please see state specific fraud language below:

Applicable in AL, AR, CA, LA, MD, NM, RI, and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in the District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

BSU 00 03 CW 08 24 Page 1 of 2



Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

BSU 00 03 CW 08 24 Page 2 of 2





Policy #: EVS-052262-00 Renewal of #: N/A

Declarations Site Pollution Liability Policy

THIS POLICY PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES AND OTHER EXPENSES.

Item 1.	Named Insured and Mailing Address
Name:	Matanzas Shores Owner's Association, Inc.
Address:	110 East Collector Road
City/State/Zip:	Palm Coast, FL 34484
Item 2.	Insurer
Name:	Homesite Assurance Company
Address:	290 Congress St., Suite 400
City/State/Zip:	Boston, MA 02210
Item 3.	Policy Period
Effective Date:	09/30/2025
Expiration Date:	09/30/2028
	12:01 A.M. standard time at the mailing address of the Named Insured above.
Item 4.	Policy Aggregate Limit of Insurance
\$2,000,000	
Item 5.	Additional Aggregate Limit of Insurance for Defense Expenses
\$0	

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. ANNE MAHER. 1350 BROADWAY, SUITE 1400, NEW YORK, NY 10018

Premium: \$29,730.00 Broker Fee: \$350.00 Policy Fee: \$500.00 FSLSO Service Fee: \$18.35 FL S/L Tax: \$1,510.65 Tax Filing: JSIS

EVS-DEC 00 02 CW 12 24 Page **1** of **5**





Item 6. Policy Summary

Coverage shall only apply if a Limit of Insurance is indicated on the table below.

A. Named Insured	A. Named Insured Location Coverages			
Coverage	Limit of Insurance (Each Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)	Retroactive Date
1. First Party Pollution Incidents Coverage	\$1,000,000	\$2,000,000	\$10,000	09/30/2025
2. Third Party Claims for Pollution Incidents Coverage	\$1,000,000	\$2,000,000	\$10,000	09/30/2025
Coverage A. Aggregate Limit of Insurance		\$2,000,000		

B. Transportation Liabil	ity Coverage		
Limit of Insurance (Each Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)	Retroactive Date
\$1,000,000	\$2,000,000	\$10,000	09/30/2025

C. Non-Owned Disposal	Site Coverage		
Limit of Insurance (Each Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)	Retroactive Date
\$1,000,000	\$2,000,000	\$10,000	09/30/2025

D.	Emergency Response Costs C	overage	
	Limit of Insurance (Each Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)
\$1,000,000		\$1,000,000	\$10,000

E.	Contracting Activitie	s Coverage		
	Limit of Insurance ach Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)	Retroactive Date
	\$0	\$0	\$0	N/A

EVS-DEC 00 02 CW 12 24 Page **2** of **5**





F. Mortgagee Env	Mortgagee Environmental Protection Coverages			
Coverage	Limit of Insurance (Each Pollution Incident)	Aggregate Limit of Insurance	Self-Insured Retention (Each Pollution Incident)	Retroactive Date
1. Mortgagee Environmental Collateral Protection	\$0	\$0	\$0	N/A
2. Mortgagee Cleanup Costs Coverage	\$0	\$0	\$0	N/A
Coverage F. Aggregate Limit of Insurance		\$0		

Item 7. Supplemental Coverages

Coverage	Aggregate Limit of Insurance
A. Crisis Management	\$250,000
B. Loss of Earnings	\$25,000
C. Subpoena Expenses	\$25,000
D. Pre- and Post-Judgment Interest	\$25,000

Item 8. Notices

Notice of Claims and Circumstances; Notice of Loss:

Email: claims@bowheadspecialty.com

Attention: Claims Department

Address: Bowhead Specialty

452 Fifth Ave, 24th Floor

New York, NY 10018

All Other Notices:

Email: policyadmin@bowheadspecialty.com

Attention: Policy Administration Department

Address: Bowhead Specialty

452 Fifth Ave, 24th Floor New York, NY 10018

Item 9.	Premium	
Policy Premium:	\$29,730.00	
TRIA Premium:	Coverage Declined	
Policy Fee:	\$500.00	
Total Premium:	\$30,230.00	

Neither the Insurer nor Bowhead Specialty are responsible for the collection or filing of surplus lines taxes. It is the responsibility of the surplus lines producing agent to determine such amounts and collect and file those taxes in accordance with the applicable state's surplus lines laws and/or regulations.

EVS-DEC 00 02 CW 12 24 Page **3** of **5**





Item 10. Minimum Earned Premium

Minimum Earned Premium Percentage: 50% of the Total Policy Premium

Item 11.	Optional Extended	Reporting	Period
----------	-------------------	-----------	--------

Additional Premium:	200% of the Total Policy Premium
Optional Extended Reporting	26 Months
Period Term:	36 Months

Item 12.	Forms & Fndorsements
ITEM 17.	Forms & Fnaorsements

Italii IZ.	item 12. Tomis & Lindoisements	
Form Number	Form Title	
BSU 00 07 CW 05 23	Policyholder Notice	
BSU 00 01 CW 11 20	OFAC Advisory Notice to Policyholders	
BSU 00 03 CW 08 24	Policyholder Fraud Warnings	
EVS-DEC 00 02 CW 12 24	Declarations - Site Pollution Liability Policy	
EVS 00 01 CW 02 25	Site Pollution Liability Policy	
BSU 40 01 CW 10 21	Exclusion - Certified Acts of Terrorism	
EVS 01 09 CW 01 25	Schedule of Named Insured Location(s)	
BSU 00 04 FL 06 23	Service of Suit - Florida	
BSU 00 12 CW 07 25	Bowhead Specialty Privacy Notice	

EVS-DEC 00 02 CW 12 24 Page **4** of **5**





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

These Declarations, the Application, the Policy and any Endorsements or Schedules attached thereto, shall constitute the contract between the Insurer and the Insured.

In Witness Whereof, the Insurer has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by the Insurer's authorized representative.

Lam K. Powell	Muhael D. Lorian
Lauren K. Powell, Secretary	Michael D. Lorion, President
Lam I. Power	October 7, 2025
Authorized Representative	Date

EVS-DEC 00 02 CW 12 24 Page **5** of **5**

[&]quot;Bowhead Specialty" is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the following American Family Mutual Insurance Company, S.I., eligible surplus lines affiliates, Homesite Insurance Company and Homesite Insurance Company of Florida (when in Florida, Homesite Assurance Company). Products that are offered through the eligible surplus lines carriers are subject to premium taxes/fees and are not eligible for insurance guaranty fund protection.

IIIIIII

Site Pollution Liability Policy

THIS POLICY PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES AND OTHER EXPENSES.

In consideration of payment of the premium for this Policy and in reliance upon the statements made and information provided in the **Application** and/or submission and underwriting process for this Policy, and subject to the terms, conditions, and limitations of this Policy, the **Insurer** and the **Named Insured** identified in Item 1. of the Declarations, on behalf of all **Insureds**, agree as follows.

I. INSURING AGREEMENTS

A. Named Insured Location Coverages

1. First Party Pollution Incidents Coverage

The **Insurer** will pay on behalf of the **Named Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Cleanup Costs** resulting from **Environmental Damage** that the **Named Insured** becomes legally obligated to pay arising out of a **Pollution Incident** on, at, under, or migrating from a **Named Insured Location**.

Coverage afforded under this Insuring Agreement shall only apply if:

- a. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**; and
- b. The **Pollution Incident** is first discovered by the **Named Insured** during the **Policy Period** and is reported to the **Insurer**, in writing, during the **Policy Period** or no later than one-hundred eighty (180) days thereafter.

2. Third Party Claims for Pollution Incidents Coverage

The **Insurer** will pay on behalf of the **Named Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Loss** that the **Insured** becomes legally obligated to pay because of a **Claim** alleging **Bodily Injury**, **Property Damage**, or **Environmental Damage** arising out of a **Pollution Incident** on, at, under, or migrating from a **Named Insured Location**.

Coverage afforded under this Insuring Agreement shall only apply if:

- a. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**; and
- b. The **Claim** is first made against the **Insured**, and reported to the **Insurer**, in writing, during the **Policy Period** or any applicable Extended Reporting Period.

B. Transportation Liability Coverage

The **Insurer** will pay on behalf of the **Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Loss** that the **Insured** becomes legally obligated to pay because of a **Claim** alleging **Bodily Injury**, **Property Damage**, or **Environmental Damage** arising out of a **Pollution Incident** from **Cargo** during **Transportation**.

Coverage afforded under this Insuring Agreement shall only apply if:

EVS 00 01 CW 02 25 Page 1 of 25

- - The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**; and
 - 2. The **Claim** is first made against the **Insured**, and reported to the **Insurer**, in writing, during the **Policy Period** or any applicable Extended Reporting Period.

C. Non-Owned Disposal Site Coverage

The **Insurer** will pay on behalf of the **Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Loss** that the **Insured** becomes legally obligated to pay because of a **Claim** alleging **Bodily Injury**, **Property Damage**, or **Environmental Damage** arising out of a **Pollution Incident** on, at, under, or migrating from a **Non-Owned Disposal Site**.

Coverage afforded under this Insuring Agreement shall only apply if:

- 1. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**; and
- 2. The **Claim** is first made against the **Insured**, and reported to the **Insurer**, in writing, during the **Policy Period** or any applicable Extended Reporting Period.

D. Emergency Response Costs Coverage

The **Insurer** will reimburse the **Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Emergency Response Costs** resulting from **Environmental Damage** incurred by the **Insured** arising out of a **Pollution Incident**:

- 1. At a Named Insured Location;
- 2. Caused by Contracting Activities; or
- 3. Caused by **Cargo** during **Transportation**.

Coverage afforded under this Insuring Agreement shall only apply if:

- a. The **Pollution Incident** first commences during the **Policy Period**;
- b. The **Emergency Response Costs** are incurred within fourteen (14) days of the date in which the **Pollution Incident** first commences; and
- c. The **Pollution Incident** and resulting **Emergency Response Costs** are reported to the **Insurer**, in writing, the earlier of fourteen (14) days of the date in which the **Pollution Incident** first commences or before the Expiration Date of the **Policy Period**.

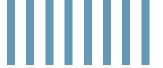
E. Contracting Activities Coverage

The **Insurer** will pay on behalf of the **Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Loss** that the **Insured** becomes legally obligated to pay because of a **Claim** alleging **Bodily Injury**, **Property Damage**, or **Environmental Damage** arising out of a **Pollution Incident** on, at, under, or migrating from a **Named Insured Location**, caused by **Contracting Activities**.

Coverage afforded under this Insuring Agreement shall only apply if:

1. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**; and

EVS 00 01 CW 02 25 Page 2 of 25



2. The **Claim** is first made against the **Insured**, and reported to the **Insurer**, in writing, during the **Policy Period**, or any applicable Extended Reporting Period.

F. Mortgagee Environmental Protection Coverages

1. Mortgagee Environmental Collateral Protection

The **Insurer** will pay the **Named Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, the lesser of:

- a. the Outstanding Loan Balance; or
- b. the estimated amounts of **Cleanup Costs** arising out of a **Pollution Incident** on, at, under, or migrating from a **Named Insured Location**.

Coverage afforded under this Insuring Agreement shall only apply if:

- A Default in the Mortgage Agreement for the Named Insured Location occurs during the Policy Period and the Named Insured reports such Default, in writing, to the Insurer during the Policy Period;
- ii. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**;
- iii. The Named Insured first becomes aware of the Pollution Incident during the Policy Period, and the Named Insured reports such Pollution Incident, in writing, to the Insurer during the Policy Period; and
- iv. Neither the **Pollution Incident**, a **Claim**, nor notice of a potential **Claim**, has been submitted to the **Insurer** for coverage under **SECTION I. INSURING AGREEMENTS**, Insuring Agreement **A.2. Named Insured Location Coverages -Third Party Claims for Pollution Incidents Coverage**.

2. Mortgagee Cleanup Costs Coverage

The **Insurer** will pay on behalf of the **Named Insured**, in excess of the applicable Self-Insured Retention and subject to the Limits of Insurance set forth in the Declarations, **Cleanup Costs** resulting from **Environmental Damage** that the **Named Insured** becomes legally obligated to pay arising out of a **Pollution Incident** on, at, under, or migrating from a **Named Insured Location**.

Coverage afforded under this Insuring Agreement shall only apply if:

- a. A **Foreclosure** occurs during the **Policy Period** and the **Named Insured** reports such **Foreclosure**, in writing, to the **Insurer** during the **Policy Period**;
- b. The **Pollution Incident** first commences on or after the Retroactive Date set forth in the Declarations and before the Expiration Date of the **Policy Period**;
- c. The Pollution Incident is first discovered by the Named Insured during the Policy Period and after Foreclosure, and the Named Insured reports the discovery of the Pollution Incident, in writing, to the Insurer during the Policy Period; and
- d. Neither the **Pollution Incident**, a **Claim**, nor notice of a potential **Claim**, has been submitted to the **Insurer** for coverage under **SECTION I. INSURING AGREEMENTS**, Insuring Agreement **F.1. Mortgagee Environmental Collateral Protection**.

EVS 00 01 CW 02 25 Page 3 of 25

II. SUPPLEMENTAL COVERAGES

The maximum amount payable during the **Policy Period** pursuant to the following Supplemental Coverages shall be subject to the Limits of Insurance identified in Item 7. of the Declarations. Such amounts shall be in addition to the Policy Aggregate Limit of Insurance identified in Item 4. of the Declarations for coverages under the **SECTION I. INSURING AGREEMENTS**.

A. Crisis Management

The **Insurer** will reimburse the **Named Insured**, **Crisis Management Expenses** in response to a **Pollution Incident** otherwise covered under this Policy.

Coverage afforded under this Supplemental Coverage shall only apply if:

- 1. The **Insured** is subject to significant adverse regional or national media attention;
- 2. The **Pollution Incident** resulted in **Bodily Injury**, **Property Damage**, or **Environmental Damage** for which the **Insurer** has provided coverage under this Policy;
- 3. The **Crisis Management Expenses** are reported to the **Insurer**, in writing, within thirty (30) days of the discovery of the **Pollution Incident** by the **Insured**; and
- 4. All **Crisis Management Expenses** are incurred by an **Insured** from a crisis management firm with the prior written consent of the **Insurer**, such written consent not to be unreasonably withheld or delayed.

B. Loss of Earnings

The **Insurer** will reimburse the **Insured**, actual and documented loss of earnings and reasonable costs or expenses for the **Insured's** attendance at a hearing, deposition, or trial in the defense of a **Claim** otherwise covered under this Policy, with the **Insurer's** prior written consent, such written consent not to be unreasonably withheld or delayed.

C. Subpoena Expenses

The **Insurer** will reimburse the **Insured**, reasonable attorney's fees and other necessary expenses incurred by the **Insured** to retain and pay legal counsel to advise the **Insured** regarding the production of documents and/or represent the **Insured** during the preparation for and giving of testimony in response to a subpoena served upon the **Insured** in a suit or proceeding, other than a **Claim**.

Coverage afforded under this Supplemental Coverage shall only apply if:

- 1. The subpoena is first served upon the **Insured** during the **Policy Period**;
- 2. The subpoena arises out of a **Pollution Incident** resulting in **Bodily Injury**, **Property Damage**, or **Environmental Damage**; and
- 3. The **Insured** reports the subpoena to the **Insurer**, in writing, as soon as practicable during the **Policy Period**, and before any attorney's fees or other expenses are incurred.

D. Pre- and Post-Judgment Interest

The **Insurer** will reimburse the **Insured**:

1. Prejudgment interest awarded against the **Insured** on that part of the judgment that the **Insurer** pays. If the **Insurer** makes an offer to pay the applicable Limit of Insurance, the **Insurer** will not pay any prejudgment interest based on that period of time after the offer; and

EVS 00 01 CW 02 25 Page 4 of 25



2. All interest on that part of the judgment that the **Insurer** pays, that accrues after entry of the judgment and before the **Insurer** paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

III. WHO IS AN INSURED

The following person(s) or entity(ies) qualify as an **Insured** under this Policy:

- A. The **Named Insured**;
- B. Any wholly owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations of paragraph E. below;
- C. Any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**. Provided however, that this shall not include any entity solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company;
- D. Any person or entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; and
- E. Any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than fifty percent (50%) legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **Claim** being made or the discovery of a **Pollution Incident** at a **Named Insured Location**.

IV. DEFINITIONS

A. **Application** means the application for this Policy, or any policy of which this is a direct renewal of a policy issued by the **Insurer**, including any information or documentation submitted by the **Named Insured** in connection with or incorporated therein.

The **Application** is deemed attached to and made a part of this Policy.

- B. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress sustained by any person, including death resulting therefrom.
- C. **Borrower** means the obligor, and any of its affiliates, on a **Mortgage Agreement** for a **Named Insured Location**. **Borrower** does not mean the **Mortgagee** or any of its affiliates.
- D. **Carrier** means any person or entity, other than the **Named Insured** or a subsidiary or an affiliated company of the **Named Insured**, engaged by or on behalf of the **Named Insured**, and in the business of and properly licensed to transport **Cargo** for hire by **Conveyance**.
- E. Cargo means the Insured's goods, products, materials or waste transported by a Carrier.
- F. **Claim** means a written demand, notice or assertion of a legal right to monetary or non-monetary relief received by an **Insured** from a third party, including but not limited to a lawsuit.
- G. **Cleanup Costs** means the reasonable and necessary costs or expenses, including **Restoration Costs**, incurred with the **Insurer's** prior written consent, such consent not to be unreasonably withheld or delayed, for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of soil, surface water, groundwater or other contamination but only:
 - 1. To the extent required by **Environmental Laws** under which the **Insured** has or may have a legal obligation; and

EVS 00 01 CW 02 25 Page 5 of 25

2. In the absence of any applicable **Environmental Laws** with respect to **Mold Matter** and Legionella Pneumophila, to the extent recommended in writing by an **Environmental Professional**.

Cleanup Costs do not include:

- a. Property Damage;
- b. Costs, charges, or expenses for materials or services supplied, or performed, by or on behalf of the **Insured** or its parent, subsidiary or affiliate without the **Insurer's** prior written consent.
- H. **Communicable Disease** means any disease, illness or bodily injury caused by an infectious agent or its toxic products that arises through transmission of that agent or its products from an infected person or animal or a reservoir to a susceptible host, either directly, or indirectly through an intermediate animal host, vector, or the inanimate environment.
- I. **Contracting Activities** means any general construction or construction management activity performed by the **Named Insured** as part of the operation or maintenance of a **Named Insured Location**.
- J. **Conveyance** means any auto, rolling stock, watercraft, or aircraft, which is used for the movement of **Cargo**.

Conveyance does not include pipelines.

- K. Crisis Management Expenses means the reasonable costs or expenses incurred with the Insurer's prior written consent, such consent not to be unreasonably withheld or delayed, for services to minimize negative publicity and to maintain or restore the Insured's reputation and public confidence provided by, or at the direction of, a crisis management firm.
- L. **Default** means that the **Borrower** has failed to make any part of a scheduled, periodic, or final monetary payment as set forth in a **Mortgage Agreement** within ninety (90) days of the due date of such payment and the **Mortgage** has issued a default notice to the **Borrower**.
- M. **Defense Expenses** means the reasonable and necessary fees charged by an attorney designated by the **Insurer**, as well as other reasonable and necessary costs or expenses, including expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a **Claim**.
 - **Defense Expenses** do not include the salaries of the **Insurer's** regular employees or supervisory counsel retained by the **Insurer**, or any cost or expense incurred by the **Insured**, or its parent, subsidiary or affiliate, in assisting in the investigation or defense of the **Claim**.
- N. Emergency Response Costs means the reasonable and necessary costs, charges, and expenses that constitute Cleanup Costs that are incurred by, or on behalf of, the Insured to take emergency action in response to a Pollution Incident. Such Emergency Response Costs must be essential and necessary to contain, control or mitigate a Pollution Incident that is an imminent and substantial threat to the public, human health, or the environment, as defined by the regulating agencies and Environmental Laws that require immediate response.
 - **Emergency Response Costs** do not include the salaries of any employees, directors, officers or supervisors of the **Insured**, or its parent, subsidiary or affiliate, or any lost profit incurred by the **Insured**.
- O. **Environmental Damage** means contamination to land, **Conveyances**, structures on land or water, the atmosphere, any watercourse or body of water including surface water or groundwater, that results in **Cleanup Costs** or **Emergency Response Costs**.
- P. **Environmental Laws** means any federal, state, provincial, municipal or other local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, that are applicable to a **Pollution Incident**.

EVS 00 01 CW 02 25 Page 6 of 25

Q. **Environmental Professional** means an individual approved and designated by the **Insurer** in writing, who is certified or licensed as a Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), a Professional Geologist (P.G.) or other certified or licensed professional with the applicable state environmental regulatory agency.

The **Insurer** retains the sole right to determine whether the **Environmental Professional** meets certain professional criteria and carries the appropriate errors and omissions insurance.

- R. **Foreclosure** means that the **Mortgagee** has taken title to the **Named Insured Location** by foreclosure, deed in lieu of foreclosure, or other legal process following an uncured **Default** or event of **Default**.
- S. **Green Building Materials** means any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as:
 - 1. Being environmentally preferable or sustainable; or
 - 2. Providing enhanced energy efficiency that is required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations.

Green Building Materials shall be installed by qualified green contractors.

T. **Insured Contract** means any written contract or written agreement listed in the Insured Contract Schedule attached onto this Policy, whereby the **Named Insured** assumes the tort liability of another party to pay for **Loss** from **Bodily Injury**, **Property Damage**, or **Environmental Damage** to a third party caused by a **Pollution Incident**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

U. **Insured's Product** means:

- 1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. The Insured;
 - b. Others trading under the **Insured's** name; or
 - c. Persons or organizations whose business or assets the **Insured** has acquired; and
- 2. Containers (other than a **Conveyance**), materials, parts or equipment furnished in connection with such goods or products.

Insured's Product does not include vending machines or other property rented to or located for the use of others but not sold.

- V. **Insurer** means the insurance company identified in Item 2. of the Declarations.
- W. Loading or Unloading means the handling of Cargo:
 - After it is moved from the place where it is accepted for movement into or onto a Conveyance;
 - 2. While it is in or on a Conveyance; or
 - 3. While it is being moved from a **Conveyance** to the place where it is finally delivered.

X. **Loss** means:

1. A monetary judgment, award, or settlement of compensatory damages for **Bodily Injury**, **Property Damage**, or **Environmental Damage**;

EVS 00 01 CW 02 25 Page 7 of 25

- 2. **Defense Expenses**;
- Medical or environmental monitoring costs, provided that the monitoring giving rise to such costs is the result of physical **Bodily Injury**, **Property Damage**, or **Environmental Damage** for which the **Named Insured** is determined to be legally liable;
- 4. Cleanup Costs;
- 5. **Emergency Response Costs**, but solely with respect to **SECTION I. INSURING AGREEMENTS**, Insuring Agreement **D. Emergency Response Costs**; and
- 6. An **Outstanding Loan Balance**, but solely with respect to **SECTION I. INSURING AGREEMENTS**, Insuring Agreement **F.1.Mortgagee Environmental Collateral Protection**.

Loss shall not include:

- a. Criminal fines, penalties or assessments;
- b. Civil fines and penalties, punitive damages, and exemplary damages except to the extent such fines, penalties or damages are insurable under the law of the jurisdiction most favorable to the insurability of such fines, penalties or damages, provided such jurisdiction has a substantial relationship to the **Insured**, the **Insurer**, or to the **Claim** giving rise to such fines, penalties or damages;
- c. The multiple portion of a multiplied damages award;
- d. Amounts uninsurable under applicable law;
- e. Restitution, return, or disgorgement of any profits;
- f. Liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of a liquidated damages provision in a contract or agreement; and
- g. The cost of complying with an order granting injunctive or non-monetary relief, except to the extent incurred for **Cleanup Costs**.
- Mold Matter means mold, mildew and fungi, whether or not such Mold Matter is living.
- Mortgagee means the first mortgagee identified as such in the Mortgage Agreement.
- AA. **Mortgage Agreement** means a legally binding contract, including but not limited to, a mortgage, deed of trust or similar document, in effect as of the Effective Date of the **Policy Period**, that evidences the obligations of the **Borrower** to the **Mortgagee** whereby providing the **Mortgagee** with a collateral interest in the **Named Insured Location**.
- BB. **Named Insured** means the person or entity identified in Item 1. of the Declarations.
- CC. **Named Insured Location** means a location listed in the Schedule of Named Insured Location(s) attached to this Policy.

A Named Insured Location does not include a Non-Owned Disposal Site.

EVS 00 01 CW 02 25 Page 8 of 25

- DD Natural Bassura
 - DD. **Natural Resource Damage** means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
 - EE. **Non-Owned Disposal Site** means a treatment, storage or disposal facility utilized by, or on behalf of, the **Named Insured** for waste or material generated from a **Named Insured Location**, provided that the facility is:
 - 1. Located within the United States of America (including its territories and possessions);
 - 2. Not owned, leased, rented, operated or managed by the **Insured** or any parent, subsidiary or affiliate of the **Insured**;
 - 3. Properly permitted and licensed to accept such waste or material for treatment, storage or disposal at and prior to the date the waste or materials are treated, stored or disposed of at such location; and
 - 4. Not listed or proposed for listing on the United States Environmental Protection Agency's (USEPA's) Final National Priorities List (NPL), Superfund or Comprehensive Environmental Response, Compensation and Liability System (CERCLIS) database, Hazardous Waste List or any state or local equivalent list at and prior to the date the waste or material is transferred to the location for treatment, storage or disposal.
 - FF. **Nuclear Material** means source material, special nuclear material or byproduct material which have the meanings given to them in the Atomic Energy Act of 1954 or in any amendment or addition thereto.
 - GG. **Outstanding Loan Balance** means the amount owed under the **Mortgage Agreement** to the **Mortgagee** by the **Borrower**, which includes the unpaid principal as of the date of **Default** as well as accrued interest from the date that the **Default** is reported to the **Insurer** until the date that the outstanding balance is paid.

The **Outstanding Loan Balance** does not include all other interest, penalties, or miscellaneous costs, charges and expenses related to **Default** or **Foreclosure** at a **Named Insured Location** including, but not limited to, any costs incurred by the **Mortgagee** to confirm the existence of the **Pollution Incident**.

- HH. **Policy Period** means the period of time from the Effective Date to the Expiration Date identified in Item 3. of the Declarations, or any earlier date of termination or cancellation of this Policy as amended by endorsement.
- II. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, low level radioactive material and waste, hazardous substances, **Mold Matter**, Legionella Pneumophila, electromagnetic fields, hazardous materials, and hazardous, medical, infectious and pathological wastes.

JJ. Pollution Incident means:

- The discharge, dispersal, release, escape, migration, or seepage of **Pollutants** on, in, into, or upon land, **Conveyances**, structures on land or water, the atmosphere, any watercourse or body of water including surface water or groundwater; and
- 2. The presence of **Mold Matter** in or on a building or structure.

Pollution Incident includes the illicit abandonment of **Pollutants** at any **Named Insured Location** provided that such abandonment was committed by parties other than an **Insured** and without the knowledge of an **Insured**.

KK. **Property Damage** means:

1. Physical injury to, or destruction of, tangible third party property, including resulting loss of use and diminished value of that property;

EVS 00 01 CW 02 25 Page 9 of 25



- 2. Loss of use or diminished value of tangible property that is not physically injured or destroyed; or
- 3. Natural Resource Damage.

Property Damage does not include **Environmental Damage** or **Cleanup Costs**.

For the purposes of this insurance, electronic data is not tangible property, including but not limited to facts or programs stored on any media, in any form.

- LL. **Responsible Insured** means any officer, director, risk manager, partner, manager, or supervisor responsible for environmental affairs, health and safety affairs, control or compliance or any employee authorized by the **Insured** to give or receive notice of a **Claim**.
- MM. Restoration Costs means the reasonable and necessary costs or expenses incurred by the Insured to restore, repair or replace real or personal property to substantially the same condition it was in immediately prior to being damaged during work performed in the course of incurring Cleanup Costs resulting from a covered Pollution Incident under this Policy. These costs shall not exceed the actual cash value of the real or personal property, immediately prior to the Pollution Incident, and shall not include any betterment, improvement or any additional costs to bring the existing real or personal property into compliance with any code, statute, law or regulation that was not applicable and or enforced against the real or personal property before it was damaged, except for the cost of Green Building Materials, but only if the Green Building Materials are legally required to bring existing real property into compliance with applicable and enforceable codes, statutes, laws or regulations.
- NN. **Transportation** means the movement of **Cargo** in a **Conveyance** by a **Carrier**, properly licensed to transport such **Cargo**:
 - 1. Beyond the legal boundaries of a **Named Insured Location**; or
 - 2. To or from a Non-Owned Disposal Site.

Transportation includes **Loading and Unloading**.

OO. **Underground Storage Tank** means any tank, including any piping and appurtenances attached thereto, located on or under a **Named Insured Location** that has at least ten percent (10%) of its combined volume underground.

Underground Storage Tank does not include:

- 1. Septic tanks, sump pumps, or oil/water separators;
- 2. A tank that is enclosed within a basement or cellar, if the tank is on or above the surface of the floor; or
- 3. Stormwater or wastewater collection systems.

V. EXCLUSIONS

A. Asbestos

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, asbestos in any form, including but not limited to asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials within, on or applied to any buildings or structures located at a **Named Insured Location**.

Provided however, that this exclusion shall not apply to:

1. A Claim for Bodily Injury or Property Damage;

EVS 00 01 CW 02 25 Page 10 of 25



- 2. A legal obligation for **Cleanup Costs** for soil, surface water or groundwater or any other body of water; or
- 3. A legal obligation for Cleanup Costs arising out of the inadvertent disturbance of any asbestos in any form, at a Named Insured Location during the Policy Period. However, such Cleanup Costs will only apply to that portion of the asbestos that has been inadvertently disturbed at a Named Insured Location and will not apply to the disturbance of asbestos caused during any asbestos abatement, removal, or repair project or any building renovation project at a Named Insured Location.

B. Bonds and Insurance

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the **Insured's** obtaining, maintaining or requiring any bond, suretyship or insurance, or the failure of the **Insured** to obtain, maintain, or require any bond, suretyship or insurance.

C. Communicable Disease

No coverage shall be afforded under this **Policy** for any **Claim**, **Loss** or any expense and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly a **Communicable Disease**.

This exclusion applies even if the **Claim** against any **Insured** alleges negligence or other wrongdoing in the:

- 1. Supervising, hiring, employing, training, or monitoring of others, including those that may be infected with and spread a **Communicable Disease**;
- 2. Testing for, monitoring, cleaning, containing, sterilizing, neutralizing, remediating, disposing, responding to or assessing the effects of, a **Communicable Disease**;
- 3. Failure to prevent the spread of a **Communicable Disease**; or
- 4. Failure to warn others, or to report a **Communicable Disease** to authorities.

D. Contractual Liability

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the liability of others assumed by an **Insured** under any contract or agreement.

Provided however, that this exclusion shall not apply to:

- Liability for Bodily Injury, Property Damage, or Environmental Damage assumed under a written contract
 or written agreement that constitutes an Insured Contract, provided that the Pollution Incident that causes
 the Bodily Injury, Property Damage, or Environmental Damage first commences subsequent to the
 execution of the Insured Contract; or
- 2. Liability that the **Named Insured** would have in the absence of such contract or agreement.

E. Cost to Repair, Replace or Update any Underground Storage Tank

No coverage shall be afforded under this **Policy** for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** arising out of the reconstruction, repair, replacement, upgrading or rebuilding of any **Underground Storage Tank**.

F. Damage to a Conveyance

No coverage shall be afforded under this Policy for **Property Damage** to any **Conveyance** utilized during

EVS 00 01 CW 02 25 Page 11 of 25



Transportation.

G. Damage to Insured's Property

No coverage shall be afforded under this Policy for **Property Damage** to property owned, leased, occupied by or loaned to any **Insured** including, but not limited to, any costs or expenses incurred by, or on behalf of, the **Insured**, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, or that is personal property in the care, custody or control of an **Insured**.

H. Discrimination

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, discrimination on the basis of age, color, race, sex, creed, national origin, marital status, physical disability, sexual preference, or any other protected class.

I. Divested Property

No coverage shall be afforded under this Policy for any **Pollution Incident** on, at, under or migrating from any **Named Insured Location** where such **Pollution Incident** first commences after the **Named Insured Location** is sold, given away, or abandoned by the **Insured** or is condemned.

J. Employer's Liability

No coverage shall be afforded under this Policy for **Bodily Injury** to:

- An employee of the **Insured**, arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business;
- 2. The spouse, child, parent, brother or sister of that employee or any person whose right to assert a cause of action against any **Insured** by reason of employment, blood, marital, or any other relationship with the **Insured** or its parent, subsidiary or affiliate; or
- 3. Based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

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

K. Faulty Workmanship

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the costs to repair or replace faulty construction or workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed, in whole or in part, by the **Insured**, including but not limited to the cost of any materials, parts or equipment furnished in connection with it.

L. Insured versus Insured

No coverage shall be provided under this Policy for any **Claim** made by one **Insured** against another **Insured**.

Provided however, that this exclusion shall not apply to a **Claim** for indemnification provided by one **Insured** to another **Insured** as specified in a written contract or written agreement scheduled to this Policy by endorsement as an exception to this exclusion.

EVS 00 01 CW 02 25 Page 12 of 25



M. Intentional and Dishonest Acts

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, any actual or alleged criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity.

Provided however, that this exclusion shall not apply to any **Insured** that did not commit, participate in, or have knowledge of any of the acts or omissions described above.

N. Known Pollutants or Pollution Incident

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, any **Pollutants** or **Pollution Incident** that first commences prior to the Effective Date of the **Policy Period** and was known by, or reported to, any **Responsible Insured** prior to the Effective Date of the **Policy Period**. Any continuation, change or resumption of such **Pollution Incident** will be deemed to have been known by a **Responsible Insured** prior to the Effective Date of the **Policy Period**.

Provided however, that this exclusion shall not apply to **Pollutants** or a **Pollution Incident** that is disclosed to the **Insurer** in the **Application** for this Policy and supporting documents or to **Pollutants** or a **Pollution Incident** that is expressly identified in a Disclosed Document Endorsement attached to this Policy. Any such disclosed **Pollutants** or **Pollution Incident** will be deemed to have been first discovered during the **Policy Period**.

O. Lead-Based Paint

No coverage shall be afforded for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, lead-based paint within or on any structures located at a **Named Insured Location**.

Provided however, that this exclusion shall not apply to:

- 1. A Claim for Bodily Injury or Property Damage;
- 2. A legal obligation for **Cleanup Costs** for soil, surface water or groundwater or any other body of water; or
- 3. A legal obligation for **Cleanup Costs** arising out of the inadvertent disturbance of any lead-based at a **Named Insured Location** during the **Policy Period**. However, such **Cleanup Costs** will only apply to that portion of the lead-based paint that has been inadvertently disturbed at a **Named Insured Location** and will not apply to the disturbance of lead-based paint caused during any lead-based paint abatement, removal, or repair project or any building renovation project at a **Named Insured Location**.

P. Material Changes

No coverage shall be afforded under this Policy for any **Claim**, **Loss**, **Pollution Incident**, or expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** arising out of any material change in the use, occupancy, or operation of the **Named Insured Location** from the description identified in the **Application** for this Policy and supporting materials, provided that such change results:

- 1. In a material increase in: (a) the risk covered hereunder; or (b) the likelihood or severity of any **Claim**, **Loss** or **Pollution Incident**; or
- 2. The imposition of more stringent remediation standards than those applicable to the **Named Insured Location** as of the Effective Date of the **Policy Period**.

EVS 00 01 CW 02 25 Page 13 of 25



Q. Non-Compliance

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, by, or at the direction of, a **Responsible Insured**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

Provided however, that this exclusion shall not apply to non-compliance based upon the **Named Insured's** good faith reliance on a written advice provided by qualified counsel with expertise in the applicable subject matter received in advance of such non-compliance.

R. Nuclear Hazard

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the radioactive, toxic or explosive properties of **Nuclear Material** and with respect to which the **Insured** is:

- 1. Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- 2. Entitled to indemnity from the United States of America or any agency thereof; or
- 3. An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of limits.

S. Prior Noticed Claims, Loss or Pollution Incidents

No coverage shall be afforded under this Policy for any **Claim**, **Loss**, **Pollution Incident** or any expenses and costs as provided for under **SECTION II**. **SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, any fact, circumstance, event, or situation that has been the subject of any notice given and accepted under any other site pollution liability policy or similar liability insurance policy issued by an entity other than the **Insurer** or any affiliate of which this Policy is a direct or indirect renewal or replacement.

T. Products Liability

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, the **Insured's Product** or any part of it after an **Insured** has relinquished physical possession or its design, including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired, by the **Insured** or by others trading under its name, including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto.

U. Underground Storage Tank

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, any **Underground Storage Tank** unless such **Underground Storage Tank** is:

- 1. Expressly included in the Underground Storage Tank Schedule attached to this Policy; or
- 2. Closed, abandoned in place or removed prior to the Effective Date of the **Policy Period** in accordance with **Environmental Law** at the time of such closure, abandonment or removal.

EVS 00 01 CW 02 25 Page 14 of 25



V. War and Hostile Acts

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, strikes or similar labor actions, war, whether declared or not, invasion, act of foreign enemy, civil war, mutiny, coup d'état, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

W. Warranty or Guaranty

No coverage shall be afforded under this Policy for any **Claim**, **Loss** or any expenses and costs as provided for under **SECTION II. SUPPLEMENTAL COVERAGES** based upon or arising out of, either directly or indirectly, any warranty or guaranty.

VI. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. Limits of Insurance

1. Policy Aggregate Limit of Insurance

The **Insurer's** maximum aggregate Limit of Insurance for all **Loss** and other amounts payable under this Policy, on account of all **Claims** and **Pollution Incidents**, for which coverage is provided under all **SECTION I. INSURING AGREEMENTS**, is the Policy Aggregate Limit of Insurance identified in Item 4. of the Declarations. This is the most the **Insurer** shall pay under this Policy. If the Policy Aggregate Limit of Insurance is exhausted by the payment of **Loss** or any other amounts payable under this Policy, then the **Insurer's** obligations with respect to the payment of **Loss** or any other amounts payable under this Policy shall be completely fulfilled and extinguished.

2. Each Insuring Agreement Aggregate Limit of Insurance

Subject to paragraph 1. above, the **Insurer's** maximum Limit of Insurance for all **Loss** or all other amounts payable under this Policy, as applicable, on account of all **Claims** and **Pollution Incidents**, for which coverage is provided under a particular Insuring Agreement of this Policy, shall not exceed the applicable Insuring Agreement Aggregate Limit of Insurance identified in Item 6. of the Declarations. The applicable Insuring Agreement Aggregate Limit of Insurance is part of, and not in addition to, the Policy Aggregate Limit of Insurance identified in Item 4. of the Declarations.

- 3. Subject to paragraphs 1. and 2. above, regardless of the number of Insureds, Claims made, claimants, or persons injured, or properties damaged as the result of a Pollution Incident, the Each Pollution Incident Limit shown for each coverage in Item 6. of the Declarations is the Insurer's maximum Limit of Insurance for all Loss or all other amounts payable under this Policy, as applicable, on account of all Claims and Pollution Incidents for which coverage is provided under a particular Insuring Agreement of this Policy arising out of any single Pollution Incident. All Pollution Incidents arising out of the same, continuous or related Pollution Incident are deemed to arise out of a single Pollution Incident.
- 4. The Aggregate Limit of Insurance shown for each Supplemental Coverage in Item 7. of the Declarations is the **Insurer's** maximum Limit of Insurance for all amounts payable under this Policy, as applicable, for which supplemental coverage is provided by a particular paragraph of **SECTION II. SUPPLEMENTAL COVERAGES**.

5. Non-Stacking of Limits of Insurance

If a single **Claim** or **Pollution Incident**, is subject to more than one Limit of Insurance, then the relevant Limits of Insurance shall be applied separately to the different parts of such **Claim** or **Pollution Incident**, but the **Insurer's** maximum aggregate amount payable for a single **Claim** or **Pollution Incident**, shall not exceed the largest applicable Each Pollution Incident Limit of Insurance.

EVS 00 01 CW 02 25 Page 15 of 25



If any **Claim** or **Pollution Incident**, for which coverage is provided under this Policy gives rise to coverage both under this Policy and under any other policy or policies issued by the **Insurer** or any of the **Insurer**'s affiliates, regardless of the policy period of such policy, the maximum aggregate Limit of Insurance under all such policies for all Loss in respect of such **Claim** or **Pollution Incident**, will not exceed the largest single available Limit of Insurance under any such policy, including this Policy. In no event will more than one policy issued by the **Insurer** respond to provide coverage for a **Claim** or **Pollution Incident**.

B. Self-Insured Retention

- 1. The **Insurer's** liability for **Loss** on account of each **Claim** or **Pollution Incident**, shall apply only to that part of **Loss** that is excess of the applicable Self-Insured Retention identified in Item 6. of the Declarations.
- 2. The **Insured** shall bear, uninsured and at its own risk, the full amount of any applicable Self-Insured Retention.
- 3. If a single **Claim** or **Pollution Incident**, is subject to more than one Self-Insured Retention, then each applicable Self-Insured Retention shall be applied separately to each part of such **Claim** or **Pollution Incident**, but the sum of such Self-Insured Retentions shall not exceed the single largest applicable Self-Insured Retention.
- 4. Satisfaction of the applicable Self-Insured Retention by the **Insured** is a condition precedent to the payment of any **Loss** or other amounts payable under this Policy, and the **Insurer** will be liable only for the amounts in excess of such Self-Insured Retention.
- 5. Mediation Credit: If the **Insured** and the **Insurer** agree beforehand to resolve a **Claim** at mediation, and if the **Insured** and **Insurer** resolve such **Claim** by such mediation, the Self-Insured Retention obligation for such **Claim** will be reduced by fifty percent (50%), subject to a maximum reduction of \$25,000.

VII. MULTIPLE CLAIMS AND POLLUTION INCIDENTS

A. Related Claims

- 1. All **Claims** based upon, arising out of, or involving the same **Pollution Incident** or related facts, circumstances, transactions or events, or series of facts, circumstances, transactions, or events, shall be considered a single **Claim** first made on the earliest of:
 - a. The date the first of such Claims was made, even if prior to the Effective Date of the Policy Period; or
 - b. The date that any **Insured** first provided notice of such **Claim** under any insurance policy, even if the policy was not issued by the **Insurer**.
- 2. All **Bodily Injury**, **Property Damage**, or **Environmental Damage** arising out of a single **Pollution Incident** will be deemed to have occurred on the earliest date **Bodily Injury**, **Property Damage**, or **Environmental Damage** first arose from such **Pollution Incident**.

B. Related Pollution Incidents

All **Pollution Incidents** arising out of the same, continuous, or related **Pollution Incident** shall be deemed a single **Pollution Incident** deemed to have been discovered on the earliest date such **Pollution Incident** was first discovered. Provided however, if such date of first discovery is prior to the Effective Date of the **Policy Period** and such **Pollution Incident** is disclosed to the **Insurer** in the **Application** for this Policy and supporting documents or expressly identified in a Disclosed Document Endorsement attached to this Policy then such disclosed **Pollution Incident** will be deemed to have been first discovered during the **Policy Period**.

If a **Pollution Incident** results in **Bodily Injury**, **Property Damage**, or **Environmental Damage** which occurs during the **Policy Period** of this Policy or any renewal thereof the **Insurer** issues to the **Named Insured**, then all **Bodily Injury**, **Property Damage**, or **Environmental Damage**, including **Cleanup Costs**, shall be subject to one Each Pollution Incident Limit of Insurance applicable to the first such policy issued to the **Insured** during which the **Bodily Injury**, **Property Damage**, or **Environmental Damage** first occurred.

EVS 00 01 CW 02 25 Page 16 of 25

VIII. NOTICE AND REPORTING OF CLAIMS, POTENTIAL CLAIMS, AND POLLUTION INCIDENTS

A. Reporting of Claims

As a condition precedent to coverage, the **Insurer** must receive written notice from the **Insured** at the address identified in Item 8. of the Declarations of any **Claim** as soon as practicable after a **Responsible Insured** becomes aware of such **Claim**, but in no event later than sixty (60) days after the Expiration Date of the **Policy Period**; or if an Extended Reporting Period applies, no later than the expiration of the applicable Extended Reporting Period. The written notice provided by the **Insured** must include a copy of the actual complaint, written demand, or other documentation evidencing the **Claim**.

B. Reporting of Potential Claims

- 1. If during the Policy Period, the Responsible Insured first becomes aware of a Pollution Incident which the Insured reasonably believes may result in a Claim against the Insured for which coverage may be provided under this Policy, the Insured must provide the Insurer written notice of such Pollution Incident to the Insurer at the address identified in Item 8. of the Declarations. If the Insurer receives such written notice complying with the terms of this paragraph during the Policy Period, then any subsequent Claim made against the Insured arising out of such Pollution Incident will be deemed to have been first made on the date that such notice was received by the Insurer, and all terms and conditions in effect at that time shall apply.
- 2. The notice required by paragraph B.1. above must include:
 - a. A description of the **Pollution Incident**, including the date and where it took place;
 - b. The Contracting Activities involved;
 - c. The identity of any parties that may be involved, including any **Insured** and potential claimant; and
 - d. The nature of any injury or loss.
- 3. The Insurer may, at the Insurer's option, investigate such Pollution Incident and, if in its sole discretion, the Insurer deems it appropriate, assign counsel for the Insured to investigate, resolve, or settle any potential Claim in connection with the Pollution Incident. If the Insurer decides to investigate, resolve, or settle any potential Claim, the applicable Self-Insured Retention amount must be paid by the Insured, and any Defense Expenses or settlement amount paid by the Insurer will reduce the applicable Limit of Insurance.

C. Reporting of Pollution Incidents

1. As a condition precedent to coverage, the **Insurer** must receive written notice from the **Insured** at the address identified in Item 8. of the Declarations of any **Pollution Incident** as soon as practicable after a **Responsible Insured** discovers such **Pollution Incident**, but in no event later than sixty (60) days after the Expiration Date of the **Policy Period**.

The written notice provided by the **Insured** must include:

- a. How, when and where the **Pollution Incident** took place;
- b. When the **Insured** first discovered the **Pollution Incident**;
- c. Any written reports pertaining to the **Pollution Incident**;
- d. The Contracting Activities involved;
- e. The identity of any parties that may be involved, including any **Insured** and potential claimant;

EVS 00 01 CW 02 25 Page 17 of 25



- f. A description of the **Pollution Incident**; and
- g. The nature of any injury or loss.

Notice of a **Pollution Incident** is not a notice of a **Claim**.

- 2. When any **Insured** becomes legally obligated to pay **Cleanup Costs** to which this insurance applies, the **Insured** must:
 - a. Submit, for the **Insurer's** written approval, all proposed work plans prior to submittal to any regulatory agency;
 - b. Submit, for the **Insurer's** written approval, all bids and contracts for **Cleanup Costs** prior to execution or issuance; and
 - c. Forward progress reports regarding **Cleanup Costs** as directed by the **Insurer** and always prior to submittal to any regulatory agency that is authorized to review and approve such reports.

The **Insurer** shall have the right, but not the duty, to assume direct control of such **Cleanup Costs**. Any **Cleanup Costs** incurred by the **Insurer** shall be applied against the applicable Limit of Insurance and is subject to the Self-Insured Retention.

D. Reporting of Emergency Response Costs

Solely with respect to **SECTION I. INSURING AGREEMENTS**, Insuring Agreement **D. Emergency Response Costs Coverage**, as a condition precedent to coverage, the **Insurer** must receive written notice from the **Insured** at the address identified in Item 8. of the Declarations of any **Pollution Incident** and resulting **Emergency Response Costs** as soon as practicable after a **Responsible Insured** discovers such **Pollution Incident**, but in no event later than fourteen (14) days of the date in which the **Pollution Incident** first commences or before the Expiration Date of the **Policy Period**.

The written notice provided by the **Insured** must include:

- 1. How, when and where the **Pollution Incident** took place;
- 2. Any written reports pertaining to the **Pollution Incident**;
- 3. The Contracting Activities or Transportation involved in the Pollution Incident;
- 4. The identity of any parties that may be involved, including any **Insured** and potential claimant; and
- 5. A description of the **Emergency Response Costs** incurred.

Notice of a **Pollution Incident** and resulting **Emergency Response Costs** is not a notice of a **Claim**.

IX. DUTY TO DEFEND AND SETTLEMENT OF CLAIMS

A. Duty to Defend

- 1. The **Insurer** will have the right and duty to defend any **Claim** made against any **Insured** for which coverage is afforded under this Policy, even if the allegations in the **Claim** are groundless, false or fraudulent.
- 2. **Defense Expenses** incurred in the defense of such **Claims** will be part of, and not in addition to, the applicable Limit of Insurance. **Defense Expenses** will erode and may exhaust the applicable Limit of Insurance.

EVS 00 01 CW 02 25 Page 18 of 25

- - 3. If an amount is identified in Item 5. of the Declarations, **Defense Expenses** are paid in addition to the applicable Limit of Insurance, the payment of **Defense Expenses** by the **Insurer** shall not reduce and exhaust such Limits of Insurance, unless and until the amount identified in Item 5. of the Declarations is first paid for **Defense Expenses** by the **Insurer** in full. Thereafter, **Defense Expenses** are part of, and not in addition to, the applicable Limit of Insurance, and such payment of **Defense Expenses** by the **Insurer** shall reduce and exhaust such Limits of Insurance. The **Insurer** will have no duty to defend or continue to defend any **Claim** after the applicable Limit of Insurance has been exhausted by the payment of **Loss**, **Defense Expenses**, or other amounts for which coverage is provided under this Policy.
 - 4. The **Insurer** shall not have the duty to provide a defense for any Supplemental Coverage provided for under **SECTION II. SUPPLEMENTAL COVERAGES**.

B. Settlement

- 1. The **Insured** agrees not to incur any **Defense Expenses**, settle, or offer to settle any **Claim** or **Cleanup Costs**, or otherwise assume any contractual obligation, stipulate to any judgment or order, or admit any liability with respect to any **Claim** or **Cleanup Costs** without the **Insurer's** prior written consent, such written consent not to be unreasonably withheld or delayed.
- 2. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than **Emergency Response Costs**, without the **Insurer's** prior written consent, such written consent not to be unreasonably withheld or delayed.

X. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

- 1. If the **Named Insured** cancels, or does not renew this Policy with the **Insurer**, the **Named Insured** shall be entitled to an Automatic Extended Reporting Period of ninety (90) days from the effective date of such cancellation or non-renewal to report a **Claim** which is first made against the **Insured** during such period.
- 2. This Automatic Reporting Period does not require the payment of an additional premium.
- 3. If an Optional Extended Reporting Period is purchased, the Automatic Extended Reporting Period shall be deemed included within the Optional Extended Reporting Period, and shall not be in addition thereto.

B. Optional Extended Reporting Period

- 1. If the **Named Insured** cancels, or does not renew this Policy with the **Insurer**, the **Named Insured** shall have the option to purchase an Optional Extended Reporting Period of up to three (3) years, for an additional premium.
- 2. The additional premium for the Optional Extended Reporting Period shall be calculated as indicated in Item 11. of the Declarations. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed to this Policy.
- 3. The right to purchase an Optional Extended Reporting Period shall lapse unless written notice from the **Named Insured** of the election to purchase the Optional Extended Reporting Period, together with payment of the applicable additional premium, is received by the **Insurer** within thirty (30) days after the Expiration Date of the **Policy Period** or the effective date of the cancellation of this Policy.
- 4. The **Named Insured** shall have no right to purchase the Optional Extended Reporting Period if:
 - a. This Policy is cancelled by the **Insurer** for those reasons set forth in **SECTION XI. ADDITIONAL CONDITIONS**, paragraph C.1. below.

EVS 00 01 CW 02 25 Page 19 of 25

- h The Name
 - b. The **Named Insured** has obtained other replacement insurance which is in force at the time of the Extended Reporting Period, regardless of whether the coverage afforded under such replacement insurance is identical to the coverage afforded under this Policy.
 - c. The Optional Extended Reporting Period shall not take effect unless the additional premium is paid in full when due. Once in effect, it shall be non-cancellable, and the premium shall be considered fully earned.

C. Terms Applicable to Both Automatic and Optional Extended Reporting Periods

- 1. The Extended Reporting Periods shall provide coverage for a **Claim** first made against the **Insured**, and reported in accordance with this Policy to the **Insurer**, in writing, during such Extended Reporting Period.
- 2. Coverage shall only apply to a **Claim** arising out of a **Pollution Incident** taking place on or after the respective Retroactive Date and before the Expiration Date of the **Policy Period**.
- 3. Coverage is subject to all of the terms and conditions of this Policy.
- 4. The Limit of Insurance for any Extended Reporting Period shall be the remaining portion, if any, of the applicable Limit of Insurance for the immediately preceding **Policy Period**. An Extended Reporting Period shall not increase or reinstate the Limits of Insurance.

XI. ADDITIONAL CONDITIONS

A. Allocation

If any matter covered under this Policy includes both covered and non-covered allegations, or is brought against covered and non-covered persons or entities, the **Insurer** and the **Named Insured** agree that all **Loss** must be allocated between covered and uncovered amounts. The **Insurer** will endeavor to reach an agreed upon allocation with the **Named Insured**. In the event that no agreement is reached, the **Insurer** will pay the allocated portion of **Loss** that the **Insurer** deems fair and reasonable until an agreement can be reached. Further, if there is no agreement on allocation, there will not be any presumption as to allocation in any suit, arbitration, or other proceeding. **Defense Expenses** will not be subject to allocation.

B. Bankruptcy

The bankruptcy or insolvency of an **Insured** or an **Insured**'s estate will not relieve the **Insurer** of its obligations under this Policy, nor does it limit any of the **Insurer**'s rights or defenses under this Policy.

C. Cancellation

1. Cancellation by the Insurer

The **Insurer** may cancel this Policy, for the reasons stated below, by providing advance written notice to the **Named Insured** stating when, but no less than sixty (60) days thereafter (or ten (10) days for non-payment of premium), or as otherwise required by applicable law, such cancellation shall be effective. Notice of cancellation shall state the reason for cancellation and the effective date and time of cancellation. The effective date and time of cancellation stated in the written notice shall become the Expiration Date of the **Policy Period**.

- a. The **Insurer** may cancel this Policy at any time, but only for the following reasons:
 - i. Non-payment of premium or Self-Insured Retention;
 - ii. A material misrepresentation or concealment of facts that affects the **Insurer's** assessment or acceptance of the risks insured by this Policy;
 - iii. A material breach of any provision or failure to comply with any terms, conditions, contractual duties or any of the **Insured's** obligations under this Policy;

EVS 00 01 CW 02 25 Page 20 of 25

- - iv. If required by applicable laws or regulations, or by any order or directive from a state regulatory agency.
 - b. With respect to cancellation due to non-payment of premium, payment in full must be received by the **Insurer** within ten (10) days of the **Named Insured's** receipt of such notice of cancellation. If, with respect to the initial premium payment for this Policy, such premium is not received in full by the **Insurer** before the close of business on the last day of such ten (10) day period, the **Insurer** may void this Policy ab initio, as though this Policy were never in effect, and no coverage shall be available hereunder.
 - c. In the event of cancellation by the **Insurer** for any reason referred to in paragraph C.1.a.iii above, then the **Named Insured** shall have sixty (60) days from the date of notice of cancellation to remedy each breach and each failure that is the reason for cancellation, but only as to each and every breach and failure that are capable of being remedied. If the remedial efforts of the **Named Insured** are completed within such sixty (60) day period and are satisfactory to the **Insurer**, the **Insurer** shall rescind the notice of cancellation, in writing, to the **Named Insured**.

2. Cancellation by the Named Insured

The **Named Insured** may cancel this Policy for any reason by providing advance written notice to the **Insurer**. The notice must state the effective date and time of the cancellation. The effective date and time of cancellation stated in the written notice shall become the Expiration Date of the **Policy Period**.

Payment or tender of unearned premium is not a condition of cancellation.

3. Minimum Earned Premium – Return Premium

- a. The Minimum Earned Premium for this Policy shall be the percentage identified in Item 10. of the Declarations, of the total policy premium, which includes the Total Premium identified in Item 9. of the Declarations and any additional premium charged during the **Policy Period**. Such percentage of the total policy premium is fully earned by the **Insurer** on the Effective Date of the **Policy Period**. The **Named Insured** is not entitled to any return of the Minimum Earned Premium upon cancellation.
- b. If the **Named Insured** cancels this Policy, then the amount of premium returnable after the Minimum Earned Premium is retained by the **Insurer** shall be computed in accordance with the customary short-rate table and procedure.
- c. If this Policy is cancelled by the **Insurer** in accordance with the paragraphs C.1.a.ii, C.1.a.iii, or C.1.a.iv. above, then the amount of premium returnable after the Minimum Earned Premium is retained by the **Insurer**, will be computed pro rata.

4. Fully Earned Premium

- a. If the Policy Aggregate Limit of Liability is paid in full by the **Insurer**, the Total Policy Premium shall be deemed fully earned by the **Insurer**.
- b. If this Policy is cancelled by the **Insurer** in accordance with paragraph C.1.a.i., then the Total Policy Premium for this Policy will be deemed fully earned by the **Insurer**.
- c. If any Claim, Loss, Pollution Incident, or any circumstance that could reasonably be the basis for a Claim, Loss or Pollution Incident, is reported to the Insurer on or before the date of cancellation, then the Total Policy Premium will be deemed fully earned by the Insurer.

EVS 00 01 CW 02 25 Page 21 of 25



D. Compliance with Economic Trade Sanctions

No coverage will be provided, and no payment shall be made, by the **Insurer** to the extent that any laws or regulations, trade sanctions, economic sanctions, embargos or similar programs, prohibit the **Insurer** from providing coverage or making such payment; including but not limited to such laws, regulations, or programs effective in the United States of America, European Union, or any other country or territory; or to the extent that the **Insured** or **Insurer** is required to be licensed or registered to make or receive payments in a country or territory.

E. Duty of Cooperation

- Each and every Insured has a duty to cooperate with the Insurer in the investigation, defense, and settlement
 of any Pollution Incident and Claim. The Insured will not take any action that would prejudice or otherwise
 impair the Insurer's position or rights of recovery. The Insured will authorize the Insurer to obtain records and
 other information and assist the Insurer, upon its request, in the enforcement of any right against any person or
 organization which may be liable to the Insured because of injury or damages to which this Policy may also apply.
- The Insureds will provide the Insurer with any information that the Insurer reasonably requests in connection with any Pollution Incident and Claim for which coverage is sought or provided under this Policy, including but not limited to copies of any demands, lawsuits, notices, summonses or legal papers received in connection with a Claim or Pollution Incident.
- 3. Upon the **Insurer's** request, **Insureds** will attend any depositions, hearings or trials, assist in obtaining evidence and the cooperation of witnesses, and assist in effecting settlement.
- 4. All such cooperation will be without cost to the **Insurer** except as stated in the coverage provided by this Policy.

F. **Enforceability**

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

G. Governing Law

This Policy will be governed under New York law. Any suit arising out of or related to this Policy will be brought in a court of competent jurisdiction in the state of New York and the **Insurer** and **Insured** will comply with all requirements necessary to give such court jurisdiction over the **Insurer** and **Insured** regarding such suit.

H. Headings

Titles and headings used in this Policy are for convenience only and in no way limit, expand, or otherwise affect the substance of the corresponding text.

I. Independent Counsel

- In the event the **Insured** is entitled by law to select independent counsel in the defense of a **Claim**, the attorney
 fees and all other **Defense Expenses** are limited to the rates the **Insurer** actually pays to counsel it retains in
 the ordinary course of business in the defense of similar claims or suits in the community where the **Claim** is being
 defended.
- The Insurer may exercise the right to require that such counsel have certain minimum qualifications with respect
 to their competency including experience in defending claims or suits similar to the one pending against the
 Insured and to require such counsel have errors and omissions insurance coverage. As respects any such counsel,
 the Insured agrees that counsel will timely respond to the Insurer's request for information regarding the Claim.

EVS 00 01 CW 02 25 Page 22 of 25



J. Inspections and Survey

Upon reasonable notice to the **Insured**, the **Insurer** shall be permitted, but not obligated, to inspect the **Insured's** property and/or operations. Neither the **Insurer's** right to make inspections or any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe or in compliance with **Environmental Laws**, or any other law.

K. No Action Against the Insurer

No action may be brought against the **Insurer** unless, as a condition precedent, the **Insured** has complied with all of this Policy's terms and conditions, and the **Insured's** obligations to pay have been finally determined by judgment entered against the **Insured** after an actual trial or arbitration hearing, or by written agreement among the **Insurer**, the **Insured**, and the claimant. Nothing in this Policy gives any person or entity the right to join the **Insurer** in any proceeding against the **Insured** to determine the **Insured's** liability.

L. No Assignment of Interest

No **Insured** may assign any rights, duties, or interests under this Policy without the **Insurer's** prior written consent. Any assignment without the **Insurer's** prior written consent will be void. No change in, or modification of, this Policy shall be effective except when made by written endorsement to this Policy.

M. Non-Renewal

- 1. The **Insurer** is not required to renew this Policy upon its expiration. If the **Insurer** elects not to renew, it will provide the **Named Insured** written notice to that effect at least sixty (60) days before the Expiration Date identified in Item 3. of the Declarations.
- 2. An offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew by the **Insurer**.

N. Non-Waiver

The **Insurer's** failure to exercise any of the **Insurer's** rights or enforce any provisions of this Policy will not be construed as a waiver of any other rights or provisions of this Policy.

O. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a **Loss** covered under this Policy, the **Insurer's** obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when paragraph 2. Below applies. If this insurance is primary, the **Insurer's** obligations are not affected unless any of the other insurance is also primary. Then, the **Insurer** will share with all other insurance by the method described in paragraph 2. Below. However, regardless of whether paragraph 2. Below applies, in the event that a written contract, written agreement, or permit requires this insurance to be primary for any person or organization the **Insured** agreed to insure and such person or organization is an **Insured** under this Policy, the **Insurer** will not seek contributions from any such other insurance issued to such person or organization.

2. Excess Insurance

a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that covers **Loss** arising in whole or part from **Mold Matter** or Legionella Pneumophila.

EVS 00 01 CW 02 25 Page 23 of 25

- - b. When this insurance is excess, the **Insurer** will have no duty to defend the **Insured** against any **Claim** if any other insurer has a duty to defend the **Insured** against such **Claim**. If no other insurer defends, the **Insurer** will undertake to do so, but the **Insurer** will be entitled to the **Insured's** rights against all those other insurers.
 - c. When this insurance is excess over other insurance, the **Insurer** will pay only its share of the amount of the **Loss**, if any, that exceeds the sum of:
 - i. The total amount that all such other insurance would pay for the **Loss** in the absence of this insurance;
 - ii. The total of all deductible and self-insured amounts under all that other insurance; and
 - iii. The Self-Insured Retention under this insurance.
 - d. The **Insurer** will share the remaining **Loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance set forth in the Declarations of this Policy.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, the **Insurer** will follow this method also. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the **Insurer** 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.

P. Representations

- 1. The **Named Insured** represents and warrants that all statements and representations provided in and with the **Application** are true, accurate, and complete, and agrees that such statements and information are material to the risk assumed and that the **Insurer** issued this Policy on the basis of those statements and representations.
- In the event of a material misrepresentation in the Application for this Policy, or any Claim or Pollution Incident, submitted to the Insurer for coverage, this Policy shall be deemed void ab initio or coverage shall not apply with respect to the Named Insured and any Insured who knew of or participated in such misrepresentation.

Q. Responsibilities of the Named Insured

By acceptance of this Policy, the **Named Insured** identified in Item 1. of the Declarations agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to:

- 1. The payment of premiums and the receiving of any return premiums that may become due under this Policy;
- 2. The payment of any Self-Insured Retention amount due under this Policy;
- 3. The receipt of any payments due under this Policy;
- 4. The settlement of any **Claim** under this Policy;
- 5. The negotiation, agreement to and acceptance of endorsements; and
- 6. The giving or receiving of any notice provided for in this Policy or pursuant to applicable law.

Each **Insured** agrees that the **Named Insured** shall act on its behalf with respect to all such matters.

EVS 00 01 CW 02 25 Page 24 of 25



R. Separation of Insureds

Except with respect to the Limits of Insurance set forth in the Declarations of this Policy, any applicable exclusions, and any rights or duties specifically assigned to the **Named Insured**, this insurance applies:

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

S. Subrogation

- In the event of any payment under this Policy, the **Insurer** will be subrogated to all of the **Insured's** rights against
 any person or entity. The **Insured** will do everything necessary to preserve such rights, including, but not limited
 to, executing any documents needed to permit the **Insurer** to bring suit in the **Insured's** name and otherwise
 assisting the **Insurer** in the pursuit of any recovery. The **Insured** will not take any action that would prejudice or
 otherwise impair the **Insurer's** position or any rights of recovery.
- 2. Any amounts so recovered pursuant to paragraph 1. above, whether effected by the **Insurer** or by the **Insured**, shall be allocated as follows:
 - a. First, for the repayment of expenses incurred towards subrogation;
 - b. Second, for any **Loss** incurred by the **Insured** which is in excess of the applicable Limit of Insurance set forth in the Declarations of this Policy and which is excess of any amount paid by any insurer under any other policy;
 - c. Third, for any **Loss** incurred by any excess carrier on behalf of the **Insured**;
 - d. Fourth, for any **Loss** incurred by the **Insurer**; and
 - e. Last, for repayment of the **Insured's** Self-Insured Retention.

T. **Territory**

This Policy applies:

- 1. In the United States of America (including its territories and possessions); or
- Worldwide where permissible by applicable law, if the **Insured's** responsibility to pay **Loss** or any other amount for which coverage is afforded under this Policy is determined in a suit on the merits in the United States of America (including its territories and possession).

However, the **Insurer** assumes no responsibility for furnishing certificates or evidence of insurance or bonds and the **Insurer** will not be liable for any fine or penalty imposed on the **Insured** for failing to comply with insurance laws.

EVS 00 01 CW 02 25 Page 25 of 25



Endorsement Number: 1

Endorsement Effective Date: 09/30/2025 **Policy Number:** EVS-052262-00

Named Insured: Matanzas Shores Owner's Association, Inc.

Insurer: Homesite Assurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CERTIFIED ACTS OF TERRORISM

This Endorsement shall be attached to and form a part of the Policy.

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

A. The DEFINITIONS Section of the Policy is amended to add the following additional definition:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

- 1. 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
- 2. 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.
- B. The EXCLUSIONS Section of the Policy is amended to add the following:
 - No coverage shall be provided under this Policy for any claim, suit, wrongful act or incident based upon, arising out of, relating to or resulting from, in whole or in part, a **Certified Act of Terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to such **Certified Act of Terrorism**.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damages that is otherwise excluded under this Policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

BSU 40 01 CW 10 21 Page 1 of 1



Endorsement Number: 2

Endorsement Effective Date: 09/30/2025 **Policy Number:** EVS-052262-00

Named Insured: Matanzas Shores Owner's Association, Inc.

Insurer: Homesite Assurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF NAMED INSURED LOCATION(S)

This Endorsement shall be attached to and form a part of the Site Pollution Liability Policy.

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

Coverage provided under SECTION I. INSURING AGREEMENTS, Insuring Agreement A. **Named Insured Location Coverages** shall apply to the following location(s) listed in the Schedule below subject to applicable Retroactive Date:

SCHEDULE OF NAMED INSURED LOCATION(S)		
Address	Retroactive Date	
66 San Juan Drive Palm Coast, FL 32137	09/30/2025	
400 San Juan Drive Palm Coast, FL 32137	09/30/2025	
110 East Collector Road Palm Coast, FL 32137	09/30/2025	
13 San Carlos Drive Palm Coast, FL 32137	09/30/2025	
2 Sea Colony Drive, Lift Stations East & West Palm Coast, FL -3213	09/30/2025	

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations or any Schedule attached to this Policy.

All other terms and conditions of this Policy remain unchanged.

EVS 01 09 CW 01 25 Page 1 of 1



Homesite Assurance Company

A Stock Insurance Company 290 Congress St., Suite 400, Boston, MA 02210

SERVICE OF SUIT

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The Insurer agrees that in the event of its failure to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured (or Original Insured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States District Court or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

The Insurer hereby designates the Commissioner, Director or Superintendent of Insurance, or other officer specified by law for that purpose, or his successor or successors in office, or the person designated below, in the space indicated, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured arising out of this contract of insurance. It is further agreed that the Insurer shall abide by the final decision of any court having jurisdiction in which such action is filed, or by the decision of any appellate court in the event of an appeal.

Upon receipt of process served hereunder, the Insurer hereby designates the Registered Agent below as the person to whom the officer designated above is authorized to mail such process.

Registered Agent: State of Florida Chief Financial Officer 200 East Gaines St. Tallahassee, FL 32399

This Service of Suit endorsement will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this Policy. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitration award, not as an alternative to such arbitration provision for resolving disputes arising out of this contract of insurance or (reinsurance).

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

BSU 00 04 FL 06 23 Page 1 of 1



BOWHEAD SPECIALTY PRIVACY NOTICE

About This Notice

At Bowhead Specialty Underwriters, Inc., and its affiliates (collectively, "Bowhead", "Company", "we", "our", and "us"), the protection of the information we collect about you is important to us. This privacy policy ("Privacy Policy") describes the types of information we may collect from you or that you may provide and our practices for collecting, using, maintaining, protecting, and disclosing that information.

Information We Collect

We collect information from you in several ways, depending on the product or service you have with us and can include the following:

- 1. Information on applications, related insurance forms or in conversations with us including: name, mailing and email addresses, telephone number, date of birth, gender, marital or family status, identification numbers (Social Security Numbers or Federal Employer Identification Number, driver's license or other license number) employment, education, and occupation.
- 2. Policy information such as coverage, claims, premiums, loss and payment history.
- 3. Financial Information such as credit history and credit scores, assets and income and other financial information.
- 4. Medical information such as history and records.
- 5. Any other personal information you may provide to us in connection with our products and services.

This Privacy Policy does not apply to the following types of information including:

- A. Publicly available information, including from government records, through widely distributed media, or that the consumer made publicly available without restricting it to a specific audience.
- B. Lawfully obtained, truthful information that is a matter of public concern.
- C. Deidentified or aggregated consumer information.

How We Use Your Information

We may use the information that we collect from you for the following purposes:

- 1. Insurance service and product development and maintenance;
- 2. Communications to provide support, notices, and respond to inquiries;
- 3. Insurances claims and related investigations:
- 4. Marketing and advertising;
- 5. Compliance with legal and regulatory requirements;
- 6. Protection of our and our customers rights, property, and safety;
- 7. Underwriting and risk assessment;
- 8. Fraud prevention and detection;
- 9. Reinsurance arrangements;
- 10. Loss control and safety services; or
- 11. Other internal business purposes.

How We Share Your Information

We may share the information we collect from you, including personal information, with third parties for a variety of purposes, including but not limited to:

- 1. Business operations subsidiaries, affiliates, service providers, vendors, and business partners to deliver quotes, products, and services
- 2. Insurance industry partners reinsurers, other insurance companies, rating organizations, industry databases, and fraud prevention services
- 3. Legal and regulatory compliance law enforcement, regulators, and other parties when required by law or to protect our customers and ourselves
- 4. Business transfers in connection with mergers, consolidations, asset sales, due diligence processes, or other changes in our business structure

We reserve the right to share information for these and other legitimate business purposes as necessary for our operations and legal obligations.

We do not sell personal information.

How We Protect Your Information

We use commercially reasonable and industry standard security technologies and safeguards to protect the information that we collect and use. We also expect our service providers to protect information in the same manner.

We retain the personal information we collect only as reasonably necessary for the purposes described in this Privacy Policy.

We protect the confidentiality of social security numbers ("SSNs") by maintaining physical, electronic, and procedural safeguards. We limit access to SSNs to help protect against their loss, misuse or unlawful disclosure. We do not disclose SSNs to third parties except where required or permitted by law.

Additional Rights

CO, CT, DE, FL IN, IA, MT, OR, TN, TX, UT, and VA

If you are a resident of the above states, you have the right to:

- A. Confirm whether we process your personal information.
- B. Access and delete certain personal information.
- C. Correct inaccuracies in their personal information, taking into account the information's nature and processing purpose (excluding Iowa and Utah).
- D. Data portability.
- E. Opt-out of personal data processing for:
 - targeted advertising (excluding Iowa);
 - b. sales; or
 - c. profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
- F. Either limit (opt-out of) or require consent to process sensitive personal data.

The exact scope of these rights may vary by state. To exercise any of these rights please contact us at regulatory-legal@bowheadspecialty.com.

U.S. CONSUMER PRIVACY NOTICE

BSU 00 12 CW 07 25



CA

If you are a resident of California you have additional rights under the California Consumer Privacy Act ("CCPA") of 2018, as amended by the California Privacy Rights Act of 2020 ("CPRA"):

- A. Right to know certain information we have collected about you.
- B. Right to correct any inaccuracies in your personal information.
- C. Right to delete any personal information about you.
- D. Right to opt-out of any sharing or selling of your personal information.
- E. Right to limit the use and disclosure of sensitive personal information.

We will not discriminate or retaliate against you for exercising any of the rights described in this Privacy Policy.

To exercise any of your rights described above, please submit a request to us either by:

- 1. Completing the request form found https://bowheadspecialty.com/california-privacy-policy-form/
- 2. Phone at 1-833-240-8996

We strive to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response electronically unless you indicate preference to receive a response by mail.

NV

Nevada provides its residents with a limited right to opt-out of certain personal information sales. Nevada residents who wish to exercise this sale opt-out rights may submit a request to us at regulatory-legal@bowheadspecialty.com. However, please know we do not currently sell data triggering that statute's opt-out requirements.

For additional information on how we handle personal information, please see our privacy policy at: https://bowheadspecialty.com/privacy-policy-2/

Contact Us:

Mail: Bowhead Specialty Underwriters, Inc.

452 Fifth Ave, 24th Floor New York, NY 10018

Email: regulatory-legal@bowheadspecialty.com

Phone: 1-833-240-8996

Bowhead Specialty is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the American Family Mutual Insurance Company, S.I., affiliates on an admitted and surplus lines basis. Bowhead Insurance Company, Inc. is a property and casualty insurance company which is domiciled in Wisconsin. Baleen Specialty is a division of Bowhead Specialty.