



**ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.**  
 199 Water Street, 24<sup>th</sup> Floor, New York, NY 10038 · Tel. (646) 794-0500 · Fax (646) 794-0611

**SCHEDULED LOCATION POLLUTION LIABILITY POLICY  
 DECLARATIONS**

[REDACTED]

**Item 1. Named Insured and Address:**

The City of Chicago  
 333 South State Street  
 Room 400  
 Chicago, IL 60604

**Item 2. Policy Period:** From June 1, 2020 To June 1, 2022  
 12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN ITEM 1.

**Item 3. Coverages and Coverage Section Limits and Deductibles:**

This Policy covers only those Coverages stated below:

Coverage	Deductible Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
1. Pre-Existing Conditions	[REDACTED]	[REDACTED]	[REDACTED]
2. New Conditions	[REDACTED]	[REDACTED]	[REDACTED]
3. Blanket Non-Owned Site	[REDACTED]	[REDACTED]	[REDACTED]
4. Blanket Transportation	[REDACTED]	[REDACTED]	[REDACTED]

Coverage	Business Interruption- Waiting Period - Hours	Each Incident Limit	Coverage Section Aggregate Limit
5. Business Interruption	N/A	N/A	N/A

**Item 4. Policy Aggregate Limit:** [REDACTED]

**Item 5. Insured Locations:**

Name	Address
O'Hare International Airport	Chicago O'Hare International Airport, Chicago IL parcels within the red boundary area shown in the ORD Map, prepared by BPC Airport Partners for Chicago Development of Aviation, dated August 9, 2014, updated October 2014 and aerial dated September 21, 2015, updated October 2016 and updated per document North Airfield insurance map v11 1_2020. All O'Hare

Airport locations identified on 2019-Master List Airport Property  
Schedule of Insured Properties 10-2-19 FINAL Including Hilton  
Hotel.

████████████████████ ████████████████████  
**Item 7. Retroactive Date: January 28, 2016**

**Item 8. Notice of Pollution Incident or Claim:**

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.  
ATTN: ENVIRONMENTAL CLAIMS DEPT.  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038  
[EnvCasClaims@awac.com](mailto:EnvCasClaims@awac.com)

**All Other Notices:**

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.  
ATTN: ENVIRONMENTAL CASUALTY  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038

**Item 9. Broker:**

USI Midwest Inc.  
222 S. Riverside Plaza, Suite 630  
Chicago, IL 60606

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.



President



Asst. Secretary



**AUTHORIZED REPRESENTATIVE**

**Named Insured: The City of Chicago**  
Effective Date: June 1, 2020  
12:01 A.M., Standard Time



**SCHEDULE OF FORMS AND ENDORSEMENT**

The following forms and endorsements are made a part of this Policy:

<b><u>Endorsement Number</u></b>	<b><u>Form # / Edition</u></b>	<b><u>Title</u></b>
	ENV-SPL2 00001 00 (09/14)	Scheduled Location Pollution Liability Policy Declarations
1	ENV-SPL2 00004 00 (09/14)	Acquired Locations - New Pollution Incidents
2	ENV-SPL2 00006 00 (09/14)	Additional Insured - Where Required by Written Contract
3	ENV-SPL2 00071 00 (09/14)	Intentional Non-compliance Excl.
4	ENV-SPL2 00076 00 (09/14)	Joint Defense
5	ENV-SPL2 00100 00 (09/14)	MEP - 100%
6	ENV-SPL2 00113 00 (09/14)	Named Insured
7	ENV-SPL2 00176 00 (02/15)	Responsible Manager Amendment
8	ENV-SPL2 00185 00 (09/14)	Amended Deductible and Sub-Limits of Insurance for Specified Exposure
9	ENV-SPL2 00187 00 (12/14)	Strategic Response Coverage Extension
10	ENV-SPL2 00199 00 (09/14)	Transportation - Scheduled Location
11	ENV-SPL2 00200 00 (09/14)	Transportation - Transportation Date
12	ENV-SPL2 00223 00 (09/14)	Waiver of Subrogation Where Required by Contract
13	ENV-IL 00009 00 (02/15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
14	CC Manu A	Addition of Parcel Definitions
15	CC Manu B	Amendment of Other Insurance Condition - Excess
16	CC Manu C	Amendment of Underground Storage Tank Exclusion
17	CC Manu D	Amendment to Definition of Loss
18	CC Manu E	Amendment to Definitions
19	CC Manu F	Amendment to Definitions Pollutant and Pollution Incident

20	CC Manu G	Amendment to Exclusions
21	CC Manu H	Asbestos and Lead-Based Exclusion With Exception for Inadvertent Disturbances
22	CC Manu I	Contractors Pollution Liability Coverage
23	CC Manu J	Disclosed Document Schedule
24	CC Manu K	Financial Assurance, Closure, and Post Closure Exclusion
25	CC Manu L	Institutional and Engineering Control Exclusion With Exception for Bodily Injury, Property Damage and Clean-up Costs
26	CC Manu M	Landfill - Related Exclusions
27	CC Manu N	Material Change in Use - Intended Use
28	CC Manu O	Material Change in Use - Remediation Standard
29	CC Manu P	Pre-Existing Conditions Coverage - Limited Coverage for Military Parcel Only
30	CC Manu Q	Self-Insured Retention
31	CC Manu R	Specified Location Pollution Incident Exclusion
32	CC Manu S	Specified Scheduled Location Exclusions
33	CC Manu T	Waiver of Governmental Immunity
34	CC Manu U	Pollutant Definition Amendment to Include Bioterrorism Agent Used While Committing an Act of Terrorism
35	CC Manu V	Pre-Existing Conditions Coverage – Limited Coverage for Off-Site Bodily Injury and Property Damage Claims for Scheduled Locations
36	CC Manu W	Amendment of Condition - Your Duties in the Event of a Pollution Incident or Claim
37	CC Manu X	Specified Contaminate Capital Improvement Exclusion with Exception for Bodily Injury or Property Damage Claims
38	CC Manu Y	Microbial Matter Exclusion - Failure to Maintain with Bodily Injury and Property Damage Claims and Named Storm Exceptions
39	CC Manu Z	Biological Agent and Microbial Matter
40	CC Manu AA	Addition of Scheduled Locations, Retroactive Date, Coverages, Limits and Deductibles
41	CC Manu BB	Amendment of Other Insurance Condition – Excess of Scheduled Insurance
42	CC Manu CC	Specified Contaminate Capital Improvement Exclusion with Exception for Bodily Injury or Property Damage Claims

<b>43</b>	<b>CC Manu DD</b>	<b>UST Removal Exclusion – Scheduled Tanks</b>
	<b>ENV-SPL2 00003 00 (09/14)</b>	<b>Scheduled Location Pollution Liability Policy</b>

**Endorsement No:** 1  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

### **ADDITION OF ACQUIRED LOCATION**

It is hereby agreed that the following changes are made to the policy:

1. The following are added to **SECTION VI – CONDITIONS:**

A. **Acquired Location**

1. Any location initially purchased, leased or otherwise acquired by you during the **policy period**, where the use and occupancy of the entire location consists of one or more of the following: office, vacant buffer land, parking lots, cargo operations or access roads/airport maintenance operations, shall be considered a **scheduled location** (except as to any Excluded Use or Occupancy shown in paragraph 3. below), but only with respect to a **pollution incident** that first commences on or after the **closing or lease effective date**, provided you pay the additional premium due and all of the conditions precedent to such coverage set forth in paragraphs a. through c. below are fully satisfied:

- a. We must receive written notice of your purchase, lease or other acquisition of the location as follows: within 120 days. For each location, such notice must include all of the following: the address, **closing or lease effective date**, the type of use and occupancy for such **location**, and corresponding square footage, units, acres or other applicable Rating Unit set forth in paragraph 4.a. below. However, if such notice is not provided for a particular **location** within 120 days (add the notice period referenced above), we will consider a written request by you to add that location by separate endorsement; and
- b. You receive a Phase I Environmental Site Assessment report for the location that has been prepared for you by a qualified environmental consultant, provided that the assessment is conducted and the related report is prepared in accordance with ASTM Standard E 1527-05 (or subsequent revisions thereto). Such Phase I Environmental Site Assessment report must have been prepared within one year before the **closing or lease effective date**; or

You receive a Phase I Environmental Site Assessment report for the location that has been prepared for a third-party by a qualified environmental consultant, provided that the assessment is conducted and the related report is prepared in accordance with ASTM Standard E 1527-05 (or subsequent revisions thereto), and that the consultant that performed the assessment and prepared the report has given you written confirmation that you are entitled to rely on the statements, recommendations and conclusions of that report. Such Phase I Environmental Site Assessment report must have been prepared within one year before the **closing or lease effective date**; and

- c. If the Phase I Environmental Site Assessment report does not identify any Recognized Environmental Condition(s), as defined by ASTM Standard E 1527-05 (as may be subsequently revised), and does not identify any Historical Recognized Environmental Condition(s) or Controlled Recognized Environmental Conditions, the location shall be added to the policy as a **scheduled location** effective as of the **closing or lease effective date** for a **pollution incident** that first commences after the **closing or lease effective date**, provided the location is endorsed onto the policy, the additional premium is paid when due and coverage is subject to all other terms, conditions and exclusions of the policy; or

If the Phase I Environmental Site Assessment report identifies one or more Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) or Historical Recognized Environmental Condition(s), the location shall be added to the policy

as a **scheduled location** effective as of the **closing or lease effective date** for a **pollution incident** that first commences after the **closing or lease effective date**, provided the location is endorsed onto the policy, the additional premium is paid when due and coverage is subject to all other terms, conditions and exclusions of the policy. Notwithstanding the foregoing, each Recognized Environmental Condition, Controlled Recognized Environmental Condition or Historical Recognized Environmental Condition shall not be considered disclosed for purposes of Exclusion 9. Known Pollution in **SECTION III – EXCLUSIONS** of the policy, unless and to the extent that such Recognized Environmental Condition, Controlled Recognized Environmental Condition or Historical Recognized Environmental Condition is specifically endorsed onto the policy for coverage.

2. You may complete a Phase II Environmental Site Assessment or provide written confirmation from the consultant who prepared the Phase I Environmental Site Assessment report that no further investigation or remediation is warranted based on the nature of the Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) and Historical Recognized Environmental Condition(s), and provide us with such written confirmation or the applicable Phase II Environmental Site Assessment report along with a request to evaluate the location for additional coverage. Upon our receipt of such documentation, we shall endeavor to review the Phase II Environmental Assessment report or written confirmation within thirty (30) days. We reserve the right to limit coverage with respect to any Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) Historical Recognized Environmental Condition(s) or other conditions at the location in our sole discretion. If additional coverage is provided, we shall provide you with a separate written endorsement confirming the extent of coverage being afforded including coverage, if any, with respect to any Recognized Environmental Condition(s) and Historical Recognized Environmental Condition(s) identified at the location, and the additional premium due.
3. Notwithstanding anything in this endorsement to the contrary, the insurance afforded under this policy does not apply to any **pollution incident** on, at, under or migrating from the portion of the location where any Excluded Use or Occupancy shown below did or does exist.

<b>Excluded Use or Occupancy</b>
historical or current fuel depots, gasoline stations, car rental locations, heavy industrial land or similar, hospitality

You may request that we evaluate any Excluded Use or Occupancy for coverage. If such a request is made, we will notify you of the information that we require to consider your request. Upon our receipt of the requested information, we shall endeavor to complete our review within thirty (30) days. We reserve the right to limit coverage with respect to any Excluded Use or Occupancy in our sole discretion. If additional coverage is provided, we shall provide you with a separate written endorsement confirming the extent of coverage being afforded, and the additional premium due.

4. For a location that is added to this policy as a **scheduled location** pursuant to the terms of this Endorsement, the additional premium for such location will be calculated as follows:
  - a. For each Use and Occupancy shown below applicable to the location, the additional premium is the Rate associated with such Use and Occupancy multiplied by the number of rating units reported to us and associated with such Use and Occupancy, and adjusted according to the Rate Basis indicated below.

<b>Use and Occupancy</b>	<b>Rating Unit</b>	<b>Rate</b>	<b>Minimum AP</b>
Office	Per Location	██████	██████
Vacant Buffer Land	Per every 5 acres	██████████	
Parking Lots	Per Location	██████████	
Cargo Operations	Per Location	██████████	
Access Road/Airport Maintenance Operations	Per Location	██████████	

The Rate above shall apply on the following Rate Basis:

- Pro Rate as of the **closing or lease effective date**  
 Flat Rate

If a Minimum Additional Premium (AP) is specified and the premium derived by the calculation specified in this paragraph is less than the Minimum Additional Premium, the Minimum Additional Premium shall apply for each such location.

- b. To calculate the premium due for any additional coverage that is requested by you and added by us to this policy by separate endorsement, we will apply our usual and customary rating methodologies.

2. The following is added to **SECTION VII – DEFINITIONS**:

**Closing or lease effective date** means the date on which the sale, lease or other acquisition of the location becomes final by legal process and you take possession.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 2  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

ADDITIONAL INSURED- WHERE REQUIRED BY WRITTEN CONTRACT

It is hereby agreed that solely with respect to insurance that may be afforded under **SECTION I - INSURING AGREEMENTS**, 1. **Pre-existing Conditions Coverage** and 2. **New Conditions Coverage**, each of the following is an **additional insured**, but only to the extent provided below.

1. Each **additional insured** identified below is deemed an **insured**, but only:
  - a. With respect to such person's or organization's liability arising out of a **named insured's** ownership, operation, maintenance or use of a **scheduled location**; and
  - b. If and while such person or organization is a co-defendant in a lawsuit brought and maintained against a **named insured**, alleging that such person or organization is liable on a basis described in clause a. above.

ADDITIONAL INSUREDS

Any person or organization that a **named insured** has agreed in a written contract or written agreement to add such person or organization as an **additional insured** on this policy prior to a **pollution incident**.

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 3  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

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Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

INTENTIONAL NON-COMPLIANCE EXCLUSION

It is hereby agreed that **SECTION III – EXCLUSIONS, 8. Intentional Non-compliance** is deleted in its entirety and replaced with the following:

**Intentional Non-compliance**

Arising from a **pollution incident** that happens because of a **responsible manager's** intentional disregard of, or deliberate, willful or dishonest noncompliance with any law, statute, ordinance, regulation, order, judgment, decree, notice of violation, instruction or directive issued by or on behalf of any governmental body. This exclusion does not apply if the **responsible manager's** intentional disregard of, or deliberate, willful or dishonest non-compliance with any of the foregoing is the result of the **responsible manager's**:

- a. Reasonable and good faith efforts to mitigate a **pollution incident** that requires immediate action, provided that such **pollution incident** is reported to us, in writing, within seven (7) days of its commencement; or
- b. Good faith reliance upon the written advice of qualified outside legal counsel received by the **responsible manager** in advance of his or her intentional disregard of, or deliberate willful or dishonest non-compliance with any of the foregoing.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 4  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
■  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

JOINT DEFENSE

It is hereby agreed that **SECTION I INSURING AGREEMENTS**, paragraph 6., **Our Rights and Duties in the Event of a Pollution Incident or Claim**, sub-paragraph a., **Defense**, is deleted in its entirety and replaced with the following:

a. **Defense**

We will have the right and duty to defend the **insured** against any **claim** to which this insurance applies, including the right to select legal counsel to defend the **insured** against any such **claim**. However, we will have no duty to defend the **insured** against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:

- (1) The amount we will pay for **loss** and any other amounts for which insurance may be afforded under this policy is limited as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE;
- (2) Our right and duty to defend end when the applicable Limit of Insurance as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE has been used up or tendered into court; and
- (3) If any such **claim** is asserted against two or more **insureds**, such **claim** shall be defended on a joint defense basis, subject to applicable law, and we will have the right to appoint one counsel to defend all **insureds** who are or may be involved with respect to any such **claim**, and all **insureds** are obligated to cooperate with us in connection with the investigation and joint defense of any such **claim**.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 5  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

100% MINIMUM EARNED PREMIUM

1. It is hereby agreed that **SECTION VI – CONDITIONS, 3. Cancellation** is deleted in its entirety and replaced with the following:

**3. Cancellation**

- a. The **first named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy for non-payment of premium or your failure to reimburse us for any Deductible Amount paid by us by mailing or delivering to the **first named insured** written notice of cancellation at least ten (10) days before the effective date of cancellation.
- c. We may cancel this policy due to fraud or a material misrepresentation or concealment by any **insured** by mailing or delivering to the **first named insured** written notice of cancellation at least ninety (90) days before the effective date of cancellation. During the first sixty (60) days of such cancellation notice period, the **first named insured** may attempt to cure the circumstances that formed the basis of such notice of cancellation and request that we rescind our notice of cancellation. We will consider any such request and determine, in our sole discretion, whether or not to rescind the notice of cancellation.
- d. If this policy is cancelled by anyone for any reason, the premium is one hundred percent (100%) earned on the first day of the **policy period**, and you are not entitled to the return of any premium.
- e. We will mail or deliver our notice of cancellation to the **first named insured's** last mailing address known to us. Our notice of cancellation will state the effective date and hour of cancellation of the policy. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 6  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

ADDITIONAL NAMED INSURED(S)

It is hereby agreed that for the purpose of paragraph 2. of **SECTION II – WHO IS AN INSURED**, each person or entity identified below is a **named insured**.

ADDITIONAL NAMED INSURED(S)

City of Chicago, Illinois, O'Hare International Airport and all their elected and non-elected public officials, duly authorized personnel, airport managers, all boards, commissions and subsidiary agencies of the **named insured** and their members, officers, volunteer workers, officials and employees thereof and other agents or representatives while acting within their scope of their duties for or on behalf of the City of Chicago's Airport Operations.

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 7  
**This endorsement, effective:** June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
**Issued to:** [REDACTED]  
**by:** The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

RESPONSIBLE MANAGER AMENDATORY ENDORSEMENT

It is hereby agreed that **SECTION VII – DEFINITIONS, 26., Responsible Manager** is deleted in its entirety and replaced with the following:

**Responsible manager** means a. Except as set forth in paragraph b. below, the Deputy Commissioner of Environment, Chicago Department of Aviation or Risk Manager, Department of Finance, City of Chicago or of an employee authorized by the Deputy Commissioner of Environment, Chicago Department of Aviation or Risk Manager, Department of Finance, City of Chicago to give or receive notice of a pollution incident or claim and b. Solely with respect to the Pollution Incident Definition Amendment set forth in Endorsement 22 attached to the Policy, **responsible manager** means: (i) the Deputy Commissioner of Environment, Chicago Department of Aviation or Risk Manager, Department of Finance, City of Chicago; (ii) an officer or director of an insured; (iii) a manager or supervisor of an **insured** that is responsible, in whole or in part, for environmental, health or safety affairs or compliance; (iv) any **insured** that is responsible, in whole or in part, with security or controlling access with respect to the **scheduled location** or with respect to **your work**; or (v) an employee of an **insured** authorized by an **insured** to give or receive notice of a **pollution incident** or **claim**.

All other terms and conditions of this policy remain unchanged.



**By:** Joseph Cellura  
**Title:** President, North American Casualty Division  
**Date:** December 15, 2020

**Endorsement No:** 8  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

AMENDED DEDUCTIBLE AND SUB-LIMITS OF INSURANCE FOR SPECIFIED EXPOSURE

It is hereby agreed that solely with regard to insurance afforded for all **loss, emergency response expense, business interruption costs**, or any other amounts for which insurance may be afforded under this policy, that arises out of, either directly or indirectly or in whole or in part, the **specified coverage or exposure**, the following changes are made to the policy:

1. Each Deductible Each Incident amount shown in Item 3. of the Declarations is deleted and replaced by US [REDACTED] Deductible Each Incident; and
2. Item 3. of the Declarations is amended to include the following Specified Exposure Sub-limits:

**ITEM 3. Specified Coverage or Exposure Sub-limits**

US [REDACTED]	<b>Each Incident Sub-limit</b>
US\$ [REDACTED]	<b>Policy Aggregate Sub-limit</b>

3. The Each Incident Sub-limit shown in paragraph 2. of this endorsement is:
  - a. A part of, and not in addition to, the Each Incident Limit shown in Item 3. of the Declarations; and
  - b. Not a dedicated limit of insurance.
4. The Policy Aggregate Sub-limit shown in paragraph 2. of this endorsement is:
  - a. A part of, and not in addition to, the Policy Aggregate Limit shown in Item 4. of the Declarations;
  - b. Not a dedicated limit of insurance.
5. The following is added to **SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE**:
  - a. With regard to insurance afforded in connection with a **pollution incident** arising out of, either directly or indirectly or in whole or in part, the **specified coverage or exposure**:
    - (i) The Policy Aggregate Sub-limit shown in paragraph 2. of this endorsement is the most we will pay for the sum of all **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under SECTION I – INSURING AGREEMENTS;
    - (ii) Subject to clause a.(i) above, the Each Incident Sub-limit shown in paragraph 2. of this endorsement is the most we will pay for the sum of all **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under SECTION I – INSURING AGREEMENTS arising out of any one **pollution incident**; and
    - (iii) Subject to clauses a.(i) and (ii) above, any payments made by us for **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under SECTION I – INSURING AGREEMENTS reduce:
      - (1) The Policy Aggregate Sub-limit shown in paragraph 2. of this endorsement;

- (2) The Each Incident Sub-limit shown in paragraph 2. of this endorsement with regard to each single **pollution incident**;
- (3) The Policy Aggregate Limit shown in Item 4. of the Declarations;
- (4) The applicable Coverage Section Aggregate Limit shown in Item 3. of the Declarations;  
and
- (5) The applicable Each Incident Limit shown in Item 3. of the Declarations with regard to each single **pollution incident**.

6. For the purpose of this endorsement, the following definition is added to **SECTION VII – DEFINITIONS**:

**Specified coverage or exposure** means clean-up cost arising from a Pollution Incident due to or associated with **microbial matter**.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 9  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

STRATEGIC RESPONSE COVERAGE EXTENSION

I. It is agreed that Section I. **INSURING AGREEMENTS** is amended by adding the following:

**STRATEGIC RESPONSE**

- A. We will pay on behalf of the insured **strategic response costs** arising from a **strategic management event** first commenced during the **policy period**, up to the amount of the **strategic response costs** limit of liability set forth in this endorsement.
- B. We will pay **strategic management loss** directly to third parties at the request of and on behalf of the insured arising from a **strategic management event** first commenced during the **policy period**, up to the amount of the **strategic management loss** limit of liability set forth in this endorsement.
- C. A **strategic management event** will be deemed to first commence at the time during the **policy period** when an **executive** first becomes aware of an **occurrence** that gives rise to a **strategic management event** and will end when we determine that any one of the necessary elements listed in the definition of a **strategic management event** no longer exists or when the **strategic management loss** limit of liability has been exhausted.
- D. There will be no retained limit applicable to **strategic response costs** or **strategic management loss**.
- E. Any payment by us of **strategic response costs** or **strategic management loss** pursuant to the terms of this Endorsement will not (1) constitute a determination of any of our rights or obligations under any other part of this policy; (2) create any duty to defend any claim or **suit** under any other part of this policy; or (3) create a waiver of any right or defense we have with respect to the coverage provided by any part of this policy, including those set forth in Condition 6. of this policy.

II. It is agreed that Item 4. Policy Aggregate Limit of the Declarations is amended by adding the following:

US [REDACTED] **Strategic Response Costs** Limit of Liability

US [REDACTED] **Strategic Management Loss** Limit of Liability

- III. It is agreed that Section **IV. LIMITS OF INSURANCE AND DEDUCTIBLE** is amended by adding the following:

**LIMITS OF INSURANCE – STRATEGIC RESPONSE**

- A. The **strategic response costs** limit of liability stated in Item 4. of the Declarations is the most we will pay for all **strategic response costs** under this policy regardless of the number of **strategic management events** first commenced during the **policy period**.
- B. The **strategic management loss** limit of liability stated in Item 4. of the Declarations is the most we will pay for all **strategic management loss** under this policy regardless of the number of **strategic management events** first commenced during the **policy period**.
- C. The **strategic response costs** limit of liability and the **strategic management loss** limit of liability are in addition to, and are not part of, the Policy Aggregate Limit shown in Item 4. of the Declarations.

- IV. It is agreed that Section **VI. CONDITIONS**, Paragraph 17. is amended by adding the following:

**CONDITIONS – STRATEGIC RESPONSE**

You must report any **strategic management event** to us as soon as practicable, but no later than thirty (30) days after an **executive** first becomes aware of an **occurrence** that gives rise to a **strategic management event** to be eligible for the payment of **strategic response costs** and **strategic management loss**.

Notice of a **strategic management event** may be given by calling 1-877-300-AWAC. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

- 1. How, when and where the **strategic management event** is taking or took place;
- 2. The names and addresses of any injured persons and any witnesses; and
- 3. The nature and location of any injury or damage arising out of the **strategic management event**.

Written notice should be mailed or delivered to:

Allied World Assurance Company (U.S.) Inc.  
199 Water Street, 24<sup>th</sup> Floor  
New York, NY 10038  
Attention: General Casualty Claims Supervisor

V. It is agreed that Section **VII. DEFINITIONS** is amended by adding the following:

**DEFINITIONS – STRATEGIC RESPONSE**

- A. **Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the Named Insured is a partnership) or sole proprietor (if the Named Insured is a proprietorship) of the Named Insured. **Executive** also means any other person holding a title designated by you, approved by us and shown by endorsement to this policy.
- B. **Strategic Management Event** means an **occurrence** that in the absence of **strategic management services** and in the good faith opinion of an **executive** of the Named Insured has or may result in:
1. Damages covered by this policy that are in excess of the deductible listed in Item 3. of the Declarations; and
  2. Significant adverse regional or national media coverage.

**Strategic management event** will include man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that the damages arising out of any of the aforementioned are reasonably likely to be covered under this policy.

- C. **Strategic Management Firm** means:
1. Any firm that is listed in Schedule A – Approved Strategic Management Firms, attached to and forming part of this policy; or
  2. Any firm for which we, in our sole discretion, have provided prior written approval to the Named Insured,

Which is hired by you to perform **strategic management services** in connection with a **strategic management event**.

- D. **Strategic Management Loss** means the following amounts incurred during a **strategic management event**:
1. Amounts for the reasonable and necessary fees and expenses incurred by a **strategic management firm** in the performance of **strategic management services** for the Named Insured, solely arising from a covered **strategic management event**; and
  2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Named Insured or a **strategic management firm** incurred at the direction of a **strategic management firm**, solely arising from a covered **strategic management event**.

- E. **Strategic Management Services** means those services performed by a **strategic management firm** in advising the Named Insured on minimizing potential harm to the Named Insured from a covered **strategic management event** by maintaining and restoring public confidence in the Named Insured.
- F. **Strategic Response Costs** means the following reasonable and necessary expenses incurred during a **strategic management event** directly caused by a **strategic management event**, provided that such expenses have been pre-approved by us and may be associated with damages that are reasonably likely to be covered by this policy:
1. Medical expenses;
  2. Funeral expenses;
  3. Psychological counseling;
  4. Travel expenses;
  5. Temporary living expenses;
  6. Expenses to secure the scene of a **strategic management event**; and
  7. Any other expenses pre-approved by us.

**Strategic Response Costs** does not include defense costs or **strategic management loss**.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Schedule A**

**Approved Strategic Management Firms\***

**Communications / Public Relations Firms**

FIRM/ADDRESS	CONTACT INFORMATION
<b>The Abernathy MacGregor Group, Inc.</b>	

New York Office:  
501 Madison Avenue  
New York, NY 10022  
[www.abmac.com](http://www.abmac.com)

Jim MacGregor  
Vice Chairman  
Office: (212) 371-5999  
Cell: (646) 236-3271  
Home: (212) 343-0818  
Office Fax: (212) 752-0723  
Home Fax: (646) 613-7033  
Email: [jtm@abmac.com](mailto:jtm@abmac.com)

Rhonda Barnat  
Managing Director  
Office: (212) 371-5999  
Cell: (917) 912-6378  
Home: (646) 478-8740  
Office Fax: (212) 752-0723  
Email: [rb@abmac.com](mailto:rb@abmac.com)

Mike Pascale  
Managing Director  
Office: (212) 371-5999  
Cell: (917) 860-2048  
Home: (914) 472-0810  
Office Fax: (212) 752-0723  
Home Fax: (914) 472-0559  
Email: [mmp@abmac.com](mailto:mmp@abmac.com)

Los Angeles Office:  
707 Wilshire Boulevard  
Suite 3950  
Los Angeles, CA 90017

Ian Campbell  
Managing Director  
Office: (213) 630-6550  
Cell: (213) 422-7958  
Home: (818) 957-5650  
Office Fax: (213) 489-3443  
Home Fax: (818) 541-0954  
Email: [idc@abmac.com](mailto:idc@abmac.com)

FIRM/ADDRESS	CONTACT INFORMATION
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<b>Singer Associates, Inc.</b>
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47 Kearney Street  
 Second Floor  
 San Francisco, CA 94108  
[www.singer-associates.com](http://www.singer-associates.com)

Sam Singer  
 President  
 Office: (415) 227-9700 x 101  
 Cell: (415) 336-4949  
 Home: (510) 644-3636  
 Email: [singer@singersf.com](mailto:singer@singersf.com)

Adam Alberti  
 Executive Vice President  
 Office: (415) 227-9700 x 105  
 Cell: (415) 225-2443  
 Home: (650) 620-9120  
 Email: [adam@singersf.com](mailto:adam@singersf.com)

Jason Barnett  
 Vice President  
 Office: (415) 227-9700 x 106  
 Cell: (415) 999-0917  
 Home: (415) 644-0800  
 Email: [barnett@singersf.com](mailto:barnett@singersf.com)

<b>Zeno Group</b>
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Washington, D.C. Office:  
 3222 N Street, NW  
 Suite 500  
 Washington, DC 20007  
<http://www.zenogroup.com>

Mark Shadle  
 Managing Director, Corporate Affairs  
 Office: (312) 396-9744  
 Mobile: (630) 373-4046  
 Email: [mark.shadle@zenogroup.com](mailto:mark.shadle@zenogroup.com)

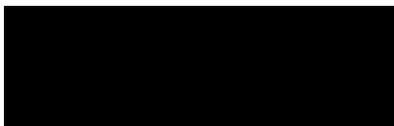
New York City Office:  
 200 Park Avenue South  
 Suite 1603  
 New York, NY 10003  
<http://www.zenogroup.com>

Ame Wadler  
 Managing Director, Health  
 Office: (212) 299-3961  
 Mobile: (201) 486-1926  
 Email: [ame.wadler@zenogroup.com](mailto:ame.wadler@zenogroup.com)

**Investigative and Security Firm**

<b>FIRM/ADDRESS</b>	<b>CONTACT INFORMATION</b>
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<b>Kroll</b>	
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\* We do not endorse the firms listed nor warrant the services they provide.

**Endorsement No:** 10  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
**Issued to:** The City of Chicago  
**by:** Allied World Assurance Company (U.S.) Inc.

TRANSPORTATION TO AND FROM A SCHEDULED LOCATION

1. It is hereby agreed that **SECTION VII – DEFINITIONS, 30. Transportation**, is deleted in its entirety and replaced with the following:
  30. **Transportation** means the movement of goods, products, merchandise, supplies, waste or recyclable materials to or from a **scheduled location**, in a **conveyance**, by the **insured** or by a third party carrier properly licensed to transport such goods, products, merchandise, supplies or waste, from the time of movement: (i) from a **scheduled location** until delivery to the final destination; or (ii) from the point of origin until delivery to a **scheduled location**. **Transportation** includes the movement of goods, products, merchandise, supplies, waste or recyclable materials into, onto or from a **conveyance**.

All other terms and conditions of this policy remain unchanged.



**By:**  
**Joseph Cellura**  
**Title:** **President, North American Casualty Division**  
**Date:** **December 15, 2020**

**Endorsement No:** 11  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[Redacted]  
Issued to: [Redacted]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

TRANSPORTATION COVERAGE – NEW TRANSPORTATION ACTIVITIES

It is hereby agreed that **SECTION I. INSURING AGREEMENTS, 4. Blanket Transportation Coverage** is deleted in its entirety and replaced with following:

**4. Blanket Transportation Coverage**

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** that is caused by and takes place during the course of **transportation**, provided that:
- (1) The **transportation** takes place on or after the Transportation Date, set forth below, and in the **coverage territory**;  
  
Transportation Date: January 28, 2016
  - (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**



**Endorsement No:** 13  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

It is agreed that the policy is amended by the addition of the following:

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if the first day of the **policy period** begins after such date, then the provisions of this endorsement become applicable on the date the **policy period** begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all **certified act of terrorism** losses we must pay in a calendar year, before the federal government shares in subsequent payment of **certified act of terrorism** losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or **other acts of terrorism**, but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage or loss that occurs on or after the date when the provisions of this endorsement become applicable (for insurance afforded on a claims made basis, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage or loss first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify the Named Insured shown in Item 1. of the Declarations of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do not become applicable, any terrorism endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or **other acts of terrorism**, will continue in effect unless we notify the Named Insured shown in Item 1. of the Declarations of changes to that endorsement in response to federal law.

B. The following exclusion is added:

### **Exclusion of Terrorism**

This insurance does not apply to **any injury or damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Any injury or damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

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 claim, liability, injury, damage, loss, cost or expense that is otherwise excluded under this policy.

C. The following definitions are added and apply to this endorsement wherever the terms appear in bold face type:

1. **Any injury or damage** means any injury, damage, loss, cost or expense covered under this policy to which this endorsement is applicable and includes, but is not limited to, the following terms if such terms are defined in this policy or any applicable underlying policy: **bodily injury, property damage, environmental damage, clean-up costs, emergency response expense, claim expense, loss, business interruption costs** and **ultimate net loss**.
2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
  - a. the act resulted in insured losses in excess of five million dollars (\$5,000,000) in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. **Other acts of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**. Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
4. **Terrorism** means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 14  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

ADDITION OF PARCEL DEFINITIONS

It is hereby agreed that the following definitions are added to **SECTION VI – DEFINITIONS**:

**Rosemont Parcel** means:

PARCEL CC 5-1

The West quarter of the South West quarter of Lot 6 also the South 240 feet of the East half of the West half of the South West quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101.

PARCEL CC 5-2

Lot 1 in Lieske’s Resubdivision in the North 74 feet of the South 314 feet of the East half of the West half of the South West quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-3

The West half (except the South 314 feet) of the East half of the West half of the South West Quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-4

The East half (except the South 314 feet) of the East half of the West half of the South West quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-5

Lots 1 and 2 in A.J. Adams Resubdivision of Lot 4 in the Resubdivision of the West half of the East half of the South West quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-6

Parcel 1: Lot 3 in the Resubdivision of the West half of the East half of the South West quarter of Lot 6 in Jarneke’s Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian;  
ALSO

Parcel 2: The East 33 feet of Hawthorne Street Lying West of and adjoining Parcel 1 aforesaid.

PARCEL CC 5-7

Lot 2 in the Resubdivision of the West half of the East half of the South West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois; ALSO the East 33 feet of Hawthorne Street, West of and adjoin the aforesaid property.

PARCEL CC 5-8

Parcel 1: Lot 1 in Resubdivision of the West half of the East half of the Southwest Quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101.

Parcel 2: The South 33 feet of Thorndale Avenue lying North of and adjoining Parcel 1.

Parcel 3: The East 33 feet of Hawthorne Street lying West of and adjoining parcels 1 and 2 aforesaid, in Cook County, Illinois.

PARCEL CC 5- 9

The West half of the East half of the East half of the South west quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101.

PARCEL CC 5-10

The East half of the East half of the East half of the South West quarter of Lot 6 (except that part lying South of a line drawn from a point in the East line of said tract which is 19.84 feet North of the South East corner thereof to a point in the South line of said tract which is 45.44 feet West of the South East corner), in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101.

PARCEL CC 5-11

The West half of the West half of the South East quarter of Lot 6 and the West half of the East half of the West half of the South East quarter of Lot 6 (taken as a tract) (except that party lying South of a line drawn from a point in the East line of said tract which is 128.71 feet North of the South line of said Lot 6 to a point in the West line of said tract which is 19.84 feet North of the South line of said Lot 6) in Jarneke's Division of land in Section 4, Township 40 North, Range 12, East of the Third Principal Meridian and Section 33, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 4, 1912 as document 5092101.

PARCEL CC 5-12

The East half of the East half of the West half of the South East quarter of Lot 6 and the West half of the East half of the South East quarter of Lot 6 (taken as a tract) (except that part described as follows: Commencing at a point in the South line of said Lot 6 and running thence North along the East line of said tract for a distance of 274.59 feet; thence South Westerly on a line which forms an angle of 57 degrees 32 minutes with said East line for a distance of 269.55 feet to a point; thence South Westerly on a line which deflects South 7 degrees 07 minutes 30 seconds to right for a distance of 24.20 feet to a point in the West line of said tract; thence South on West line of said tract 128.71 feet to South line of said Lot 6; thence East on South line of said Lot 6, 249.45 feet to the point of beginning) in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-13

The East half of the East half of the North East quarter of Lot 6 also the East half of the East half of the South East quarter of Lot 6 (except that part described as follows: Commencing at the South East corner of said Lot 6 and running thence North along the East line of said Lot 6 a distance of 385.20 feet to a point; thence South Westerly on a line which forms an angle of 35 degrees 06 minutes 10 second with the said East line for a distance of 24.30 feet to a point; thence south Westerly on a line which deflects to the right 22 degrees 25 minutes 37 seconds for a distance of 180.42 feet to a point on the West line of the East half of the East half of the South East quarter of said Lot 6; thence South on said West line (or a distance of 274.59 feet to the South line of said Lot 6; thence East on said South line 166.30 feet to the place of beginning) in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-14

The West half of the East half of the North East quarter of Lot 6, and the East Half of the West half of the North East quarter of Lot 6, in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-15

The West half of the West half of the North East Quarter of lot 6, in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-16

The South 168 feet of the East 50 feet of the East half of the East Half of the North East quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-16(1)

The South 33 feet of the South 168 feet of the East 50 feet of the East half of the East half of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-17

The East half of the East half of the North West quarter of Lot 6 (except the East 50 feet of the South 168 feet thereof) in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-18

The West half of the East half of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-19

The South East quarter of the South West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-20

The South West quarter of the South West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-21

The North half of the South West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-22

The South half of the North West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-23

The South half (except the North 17 feet 4 inches) of the North half of the North West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-24

The North half of the North half of the North West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois; and

The North 17 feet, 4 inches of the South half of the North half of the North West quarter of the North West quarter of Lot 6 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-25

The West 265 feet of the South half of the South half of Lot 5 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-26

The West half (except the West 265 feet) of the South half of the South half of Lot 5 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-27

The West 100 feet of the East half of the South half of South half of Lot 5 in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-28

The East half (except the West 100 feet) of the South half of the South half of Lot 5 (except therefrom that part described as follows: beginning at the North East corner said tract and running thence South along the East line of said Lot 5, 95.76 feet to a point thence Northwesterly on a line which forms an angle of 75 degrees, 28 minutes with said last described line for a distance of 144.87 feet thence Northeasterly on a line at right angles to said last described line 56.54 feet to a point in North line said tract thence East along North line said tract 126.14 feet to the place of beginning) in Jarneke's Division of land in Section 4, Township 40 North, Range 12 East of the Third Principal Meridian and Section 33, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 4, 1912 as document 5092101 in Cook County, Illinois.

PARCEL CC 5-31

Parcel 1: Lot 54 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The West 40 feet of Scott Street lying East of and adjoining Parcel 1, aforesaid: ALSO

Parcel 3: All of Vinson Avenue (50 feet wide) lying West of and adjoining Parcel 1, aforesaid.

PARCEL CC 5-32

Lot 55 in Frederick H. Bartlett's Higgins Road Farms, being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian, and part of the East half of the West half of Section 4, township 40 North Range 12 East of the Third Principal Meridian according to that thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316.

PARCEL CC 5-33

Parcel 1: Lot 56 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The North half of Peterson Avenue Lying South of and adjoining Parcel 1 aforesaid;

Parcel 3: The West 40 feet of Scott Street lying East of and adjoining Parcels 1 and 2 aforesaid; Also

Parcel 4: All of Vinson Street (50 feet wide) lying West of and adjoining Parcels 1 and 2 aforesaid, all in Cook County, Illinois.

PARCEL CC 5-34

Parcel 1: Lot 57 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The South half of Peterson Avenue lying North of and adjoin Parcel 1 aforesaid; ALSO

Parcel 3: The West 40 feet of Scott Street lying East of and adjoining Parcels 1 and 2 aforesaid;

Parcel 4: All of Vinson Street (50 feet wide) lying West of and adjoining Parcels 1 and 2 aforesaid.

PARCEL CC 5-35

Parcel 1: Lot 58 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The West 40 feet of Scott Street lying East of and adjoining parcel aforesaid; ALSO

Parcel 3: All of Vinson Street (50 feet wide) lying West of and adjoining parcel 1 aforesaid all in Cook County, Illinois.

PARCEL CC 5-36

Parcel 1: Lot 59 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316.

PARCEL CC 5-37

Parcel 1: Lot 60 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The West 40 feet of Scott Street lying East of and adjoining Parcel 1 aforesaid; ALSO

Parcel 3: All of Vinson Street (50 feet wide) lying West of and adjoining Parcel 1 aforesaid; all in Cook County, Illinois.

PARCEL CC 5-38

Parcel 1: Lot 61 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The West 40 feet of Scott Street lying East of and adjoining Parcel 1 aforesaid;

Parcel 3: All of Vinson Street (50 feet wide) lying West of and adjoining Parcel 1 aforesaid.

PARCEL CC 5-39

Parcel 1: Lot 62 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; also the West 40 feet of Scott Street lying East of and adjoining Parcel 1 aforesaid; also all of Vinson Street (50 feet wide) and lying West of and adjoining Parcel 1 aforesaid, all in Cook County, Illinois.

PARCEL CC 5-40

Parcel 1: Lot 62 in Fred H. Bartlett's Higgins Road Farms being a subdivision of part of the East half of the South West quarter of Section 33, Township 41 North Range 12 East of the Third Principal Meridian and part of the East half of the West half of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 8, 1938 as document 12246559 as corrected by Certificate recorded January 27, 1939 as document 12265316; ALSO

Parcel 2: The North 33 feet of Thorndale Avenue lying South of and adjoining Parcel 1 aforesaid; ALSO

Parcel 3: The West 40 feet of Scott Street lying East of and adjoining Parcels 1 and 2 aforesaid;

Parcel 4: All of Vinson Street (50 feet wide) lying west of and adjoining Parcels 1 and 2 aforesaid, in the Village of Rosemont County of Cook in the State of Illinois.

PARCEL CC 5-41

A strip of land 40 feet in width, being part of Block 2 (except the North six hundred sixty one and eleven hundredths feet thereof as measured along the East line of said Block) and being part of Block three in the subdivision by the Commissioners of the superior court of cook county Illinois in partition case 123682 of the east half of the southwest quarter of section 4 township forty north, range twelve east of the third principal meridian, which strip of land forty feet in width is bounded on the westerly side by the westerly line of said block two and the westerly line of said block three and on the easterly side by a line running parallel with and forty feet distant easterly (measured at right angles) from the westerly line of said block two and the westerly line of said block three except that part of said property bounded and described as follows: beginning at a point on the easterly line of said block three at its intersection with the easterly line of said forty foot strip, thence southerly along the east line of said block three a distance of one hundred fifty four and ninety hundredths feet to the southerly corner of said block three, thence northerly along the westerly line of said block three a distance of one hundred forty two and fifty five hundredths feet to a point thence easterly along a line which forms an angle of 79 degrees 35 feet 59 inches to a line with said West line of block three a distance of forty and sixty nine hundredths feet to the point of beginning situate in the county of cook in the state of Illinois.

PARCEL CC 5-42

That part of block 2 in the subdivision by the Commissioners of the Superior Court of Cook County, Illinois in partition case 123682 of the East half of the South West quarter of Section 4, Township 40 North Range 12 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of said block 2 661.11 feet south of the north east corner thereof, thence south along the east line of said block 2, 130 feet for a place of beginning, thence west along a line 791.11 feet south of (measured on the east line of said block ) and parallel to the north line of said block 2, 212.04 feet to a point 40 feet east of (as measured at right angles) the westerly line of said block 2, thence south easterly along a line 40 feet east of (measured at right angles) and parallel to the westerly line of block 2 to its intersection with a line 891.11 feet south of (as measured along the east line of said block 2) and parallel to the north line of said block 2, thence east along said parallel line 184.46 feet to the east line of block 2, thence north along the east line of block 2, 100 feet to the place of beginning in cook county, Illinois.

PARCEL CC 5-43

Blocks 2 and 3 in Superior Court Partition of the East half of the South West quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, except the North 661.11 feet of block 2 and the west 40 feet of blocks 2 and 3 (as measured at right angles to the west line thereof) and that part described as follows: commencing at a point on the East line of said block 2, 661.11 feet South of the North East corner; thence South along the East line of said Block 2, 130 feet for a point of beginning thence West along a line that is 791.11 feet South of (as measured on the east line of said block 2) and parallel to the North line of said block 2, 212.04 feet to point that is 40 feet East of (as measured at right angles) the Westerly line of block 2; thence South Easterly along a line that is 40 feet East of (as measured at right angles) and parallel to the westerly line of Block 2 to its intersection with a line that is 891.11 feet South of (as measured along the East line of said Block 2) and parallel to the North line of said Block 2; thence East along said parallel line 184.46 feet to the East line of Block 2; thence North along said East line of Block 2, 100 feet to the place of beginning, in cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PARCEL CC 5-45

That part of the South Half of the South East Quarter of Section 4, township 40 North Range 12, East of the Third Principal Meridian, lying North westerly of a line that intersects the West line of said South East Quarter 269.98 feet South of the North West corner of the South one half of the South East Quarter and intersects the North line of the South half of the South East Quarter 618.55 feet East of the North West corner of the South Half of the South East Quarter.

**Military Parcel** means:

- a. The Military Parcel is comprised of many properties divided as follows:
- i. Former Fort Dearborn U.S. Army Reserve Center
    - 1. Northern Parcel (Parcel A; aka North Parcel)
      - Formerly having an address of 6450 North Manheim Road, Chicago, IL
      - Having a legal description as defined in Exhibit D Army Parcel, Parcel B: (North Parcel) attached to QuitClaim Deed and Partial Termination Lease, dated July 24<sup>th</sup>, 2003 between the United States of America (Grantor) by and through the Secretary of Air Force and City of Chicago (Grantee).
    - 2. Southern Parcel (Parcel B; aka South Parcel)
      - As defined by legal description attached to Finding of Suitability to Transfer (FOST) Fort Dearborn Southern Parcel, U.S. Army Reserve Center (IL069), dated April 6, 2000.
  - ii. Former O'Hare Air Reserve Station (aka O'Hare Air Reserves Forces Facility)
    - 1. Landfill 1 (LF-01)
      - Having a legal description as defined within Exhibit A attached to the QuitClaim Deed and Partial Termination of Lease, dated September 20, 2005 between the United States of America (Grantor) acting by and through the Secretary of the Air Force and the City of Chicago (Grantee).
    - 2. Zemke Parcels
      - Having a legal description as defined within Exhibit B (Tract Nos. 208, 209, 211 and 213) attached to the QuitClaim Deed and Partial Termination of Lease, dated September 20, 2005 between the United States of America (Grantor) acting by and through the Secretary of the Air Force and the City of Chicago (Grantee).
    - 3. Parcel 1 Property
      - Has shown in Attachment 1, titled Parcel 1 Location Map of the Finding of Suitability to Transfer (FOST) Parcel 1 Property, O'Hare Air Reserve Force Facility, dated April 27, 1997.
    - 4. Parcels 2, 3A, 3, 6
      - Having legal descriptions as defined within Exhibit A (Parcel A) and Exhibit B (Parcel 6A) minus that the land defined by legal description in Exhibit C (Landfill Legal Description) attached to the QuitClaim Deed and Partial Termination of Lease, dated July 24, 2004 between the United States of America (Grantor) acting by and through the Secretary of the Air Force and the City of Chicago (Grantee).

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 15  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

AMENDMENT OF OTHER INSURANCE CONDITION – EXCESS

It is hereby agreed that **SECTION VI- CONDITIONS, 11. Other Insurance** is deleted in its entirety and replaced with the following:

**11. Other Insurance**

If other valid and collectible insurance is available to the **insured** for coverage afforded by this policy, our obligations are limited as follows:

This insurance is excess over any other valid and collectible insurance and we will: (i) have the right, but not the duty to defend the **insured** against any **claim** to which this insurance applies; and (ii) pay only the amount of **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy which exceed the total amount of such other insurance. Any valid and collectible other insurance payment made pursuant to this provision shall erode the applicable Self Insured Retention on this policy.

If other valid and collectible insurance is not available to the **insured** for coverage afforded by this policy, this insurance is primary

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 16  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

AMENDMENT OF UNDERGROUND STORAGE TANKS EXCLUSION

It is hereby agreed that **SECTION III – EXCLUSIONS, 14. Underground Storage Tanks** is deleted in its entirety and replaced with the following:

**14. Underground Storage Tanks**

Arising from an **underground storage tank** at a **scheduled location**. This exclusion does not apply to an **underground storage tank**:

- a. Whose existence is not known by or reported to any **responsible manager** prior to the commencement of the **policy period**;
- b. That is scheduled onto this policy by endorsement; or
- c. That is an oil / water separator, storm water collection system, or flow-through process tank located partially in the ground.

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 17  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

AMENDMENT TO DEFINITION OF LOSS

It is hereby agreed that **SECTION VII – DEFINITIONS**, 17. **Loss** is deleted in its entirety and replaced with the following:

17. **Loss** means:

- a. Monetary judgment, award or settlement of compensatory damages for **bodily injury, property damage or environmental damage** and, where allowable by law, punitive, exemplary or multiple damages, and civil fines, penalties or assessments for **bodily injury or property damage**;
- b. **Clean-up costs**;
- c. Monetary judgment, award or settlement of:
  - (i) Medical monitoring costs; or
  - (ii) Environmental monitoring costs provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable;and
- d. **Claim expense**.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 18  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [REDACTED] The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

#### AMENDMENT TO DEFINITIONS

It is hereby agreed that **SECTION VII – DEFINITIONS** is amended as follows:

1. Definition 11. **Emergency response expense** is deleted in its entirety and replaced with the following:

**Emergency response expense** means reasonable and necessary expenses incurred by you on an emergency basis, to remediate a **pollution incident** on, at, under or migrating from a **scheduled location** which is an imminent and substantial threat to human health or the environment but only to the extent that the **emergency response expense** is for airport operation emergency response and for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered.

2. Definition 13. **Environmental law** is deleted in its entirety and replaced with the following:

**Environmental law** means any federal, state, provincial, municipal or other local law, statute, ordinance, rule, guidance document, regulation, administrative order and directive and any amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.

**Environmental law** does not include that which is enacted or issued by or enforced under the authority or controlling influence of the City of Chicago and related entities or any regulatory agency or entity over whose decisions the City of Chicago and related entities exercises substantial influence; provided however, this restriction does not apply to the extent that:

- a. The City of Chicago and related entities or any regulatory agency or entity over whose decisions the City of Chicago and related entities exercises substantial influence is specifically required by federal or state law to enact, issue and enforce the **environmental law**; or
- b. The **environmental law** was enacted and issued prior to the effective date of the **policy period**; or
- c. If the **environmental law** was enacted and issued after the effective date of the **policy period**, such **environmental law** must be enacted and issued prior to the **insured's** knowledge of an actual, alleged or threatened **pollution incident** that may be provided insurance under this policy and the **environmental law** is applicable to the entire regulated community (without being solely directed at airport operations either expressly or indirectly).

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 19  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

AMENDMENT TO DEFINITIONS  
POLLUTANT AND POLLUTION INCIDENT

It is hereby agreed that **SECTION VII – DEFINITIONS** is amended as follows:

1. Definition 22. **Pollutant** is deleted in its entirety and replaced with the following:

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, *Legionella pneumophila* and **microbial matter**.

For the avoidance of doubt, **pollutant** does not include noise, light or vibration in any form or substance.

2. Definition 23. **Pollution incident** is deleted in its entirety and replaced with the following:

- a. The discharge, emission, seepage, migration, dispersal, release or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere (including indoor air) or any watercourse or body of water (including groundwater), provided such conditions are not naturally present in the environment in the concentration or amounts discovered;
- b. The **exacerbation** of silt or sediment present below the Mean High water line in waterbodies such as rivers and bays provided such silt or sediment is not naturally present in the waterbodies in the concentration or amounts discovered;
- c. The presence of **microbial matter** on, at or within buildings or structures; or
- d. The presence of pollutants, whether contained or uncontained, that have been illegally disposed of or abandoned at a scheduled location by parties other than an insured, provided that no **responsible manager** had knowledge of such disposal or abandonment.

3. For the purpose of this endorsement only, the following is added to **SECTION VII – DEFINITIONS**:

**Exacerbation** means an increased dispersal directly caused by anthropogenic activities on or after the first day of the **policy period**.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 20  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

AMENDMENT TO EXCLUSIONS

It is hereby agreed that **SECTION III – EXCLUSIONS, 6. Hostile Acts**, is deleted in its entirety and replaced with the following:

**6. Hostile Acts**

Arising directly or indirectly from war (whether or not declared), civil war, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities or any act or condition incidental to the foregoing. This exclusion does not apply to strikes or riots.

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 21  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

ASBESTOS AND LEAD-BASED PAINT EXCLUSION WITH EXCEPTION FOR INADVERTENT  
DISTURBANCES

It is hereby agreed that **SECTION III – EXCLUSIONS, 1. Asbestos and Lead-based Paint** is deleted in its entirety and replaced with the following:

**1. Asbestos and Lead-based Paint**

Arising from lead-based paint or asbestos in any form, including asbestos-containing materials in or on any building or other structure.

This exclusion does not apply to:

- a. A **claim** for **bodily injury**;
- b. A **claim** for **property damage**;
- c. That portion of **clean-up costs** that directly result from the inadvertent disturbance of lead-based paint, asbestos or asbestos-containing materials in or on any building or other structure; or
- d. That portion of **clean-up costs** that directly result from the presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned: (i) on or after the first day of the **policy period**; (ii) at a **scheduled location**; and (iii) by parties other than an **insured**, provided that no **responsible manager** had knowledge of such disposal or abandonment

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 22  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

CONTRACTORS POLLUTION LIABILITY COVERAGE

It is hereby agreed that the following changes are made to the policy.

1. The following is added to **SECTION I – INSURING AGREEMENTS:**

**Contractors Pollution Liability Coverage**

- a. On behalf of the **insured** shown in the Schedule below, we will pay **loss** that the **insured** shown in the Schedule below becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** caused by **your work**, including **completed operations**, but only if:
- (1) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**;
  - (2) **Your work**, which causes the **pollution incident**, is performed on or after 05/31/2020; and
  - (3) The **claim** is first made against the **insured** shown in the Schedule below during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Schedule

City of Chicago, Illinois, O'Hare International Airport and all their elected and non-elected public officials, duly authorized personnel, airport managers, all boards, commissions and subsidiary agencies of the <b>named insured</b> and their members, officers, volunteer workers, officials and employees thereof and other agents or representatives while acting within their scope of their duties for or on behalf of the City of Chicago's Airport Operations.
--

2. Solely for the purpose of insurance that may be afforded for Contractors Pollution Liability Coverage pursuant to this endorsement, the following additional changes are made to the policy:

A. The following is added to **SECTION II – WHO IS AN INSURED:**

5. Any client that hires the **insured** shown in the Schedule above to perform **your work** pursuant to a written contract is an **additional insured**, provided that the **insured** shown in the Schedule above has agreed in that written contract to name such client as an **additional insured** for Contractors Pollution Liability Coverage under this policy. Each client that qualifies as an **additional insured** pursuant to the preceding sentence is an **insured**, but only with respect to its liability for **loss** caused solely by **your work** for which insurance may be afforded under paragraph 1. of this endorsement.

B. **SECTION III – EXCLUSIONS**, paragraphs 5. **Employer's Liability**, 13., **Products** and 14. **Underground Storage Tanks**, are deleted in their entirety and replaced with the following:

**5. Employer's Liability**

Arising from **bodily injury** to: (a) an **insured** arising out of and in the course of employment by an **insured** or performing duties related to the conduct of an **insured's** business; or (b) to the

spouse, child, parent, brother, sister or member of the household of such **insured** as a consequence of **bodily injury** described in clause (a) above.

This exclusion applies whether an **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay another.

This exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

### 13. Products

Arising from **your product** or any part of it after you have relinquished possession.

This exclusion does not apply to the assembly, fabrication or installation of **your product** as part of **your work**.

### 14. Underground Storage Tanks

Arising from an **underground storage tank**. This exclusion does not apply to an **underground storage tank**:

- a. At a **scheduled location** whose existence is not known by or reported to any **responsible manager** prior to the **policy period**;
- b. At a **scheduled location** that is scheduled onto this policy by endorsement;
- c. At a **scheduled location** which has been closed, abandoned in place or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment or removal;
- d. At a **scheduled location** that is an oil / water separator, storm water collection system, or process tank located partially in the ground; or.
- e. That is not owned, leased, operated or permitted by the **insured** and is part of or the subject of **your work**.

### C. SECTION VI – CONDITIONS, Paragraph 16. Transfer of Rights of Recovery Against Others to Us is deleted in its entirety and replaced with the following:

#### 16. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after discovery of a **pollution incident** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, we agree to waive any right of recovery that we may have against a client that qualifies as an **additional insured** under paragraph 2.A. of this endorsement if an **insured** shown in the Schedule above: (i) has agreed to waive such right of recovery in a written contract with such client; and (ii) signed such written contract prior to the performance of **your work** that gives rise to coverage under paragraph 1. of this endorsement.

Any recovery as a result of subrogation proceedings arising out of the payment of **loss** or any other amounts covered under this policy shall accrue first to us to the extent of our payment under the policy, and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

### D. It is hereby agreed that SECTION VII – DEFINITIONS, is amended with the addition of the following:

**Your work** means Emergency Services, including fire and ambulance service, hazard materials cleanup, road salting or road repairs on or after 05/31/2020.

**Completed operations** means **your work** that has been completed. **Your work** will be deemed complete at the earliest of the following times:

- a. When **your work** to be performed under a contract is completed;
- b. When **your work** to be performed at a job site has been completed; and
- c. When that part of **your work** at a job site has been put to its intended use.

**Your work** that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as **your work** that has been completed.

**Completed operations** do not include **your work** that has been abandoned.

- E. It is hereby agreed that **SECTION VII – DEFINITIONS, 16. Insured contract** is deleted in its entirety and replaced with the following:

16. **Insured contract** means:

That part of any written contract for **your work** under which the **insured** shown in the Schedule above assumes the tort liability of another party to pay compensatory damages for **bodily injury, property damage or environmental damage** to a third person or organization, provided that such written contract is signed by such **insured** prior to the performance of **your work** that gives rise to coverage under paragraph 1. of this endorsement. For the purpose of this definition, the term “tort liability” means liability that would be imposed by law in the absence of any contract or agreement; provided however, **insured contract** does not include that part of any contract:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. Under which the **insured**, if an architect, engineer or surveyor, assumes liability for any injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in a (1) and (2) above and supervisory, inspection, architectural or engineering services.

3. The following changes are made to the Declarations:

1. ITEM 3. Coverages and Coverage Section Limits and Deductibles is amended to include:

Coverage	Deductible Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
Contractors Pollution Liability	██████████	██████████	██████████

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right from the end of the signature.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 23  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

#### DISCLOSED DOCUMENT SCHEDULE

It is hereby agreed that for the purpose of **SECTION III – EXCLUSIONS, 9. Known Pollution**, any **pollution incident** set forth in the following listed document(s) is deemed disclosed to us. Any suspected or identified **pollution incident** described in any other document or information provided to us shall not be deemed disclosed to us.

#### Document List

1. Revised Draft Phase I Environmental Baseline Survey (EBS) Rev. 2, O'Hare Air Reserve Forces Facility (ARFF), Chicago, Illinois, dated January 1997, prepared by Harza Environmental Services, Inc. for Mr. John E. Vranicar, Managing Deputy Commissioner, City of Chicago, Department of Aviation.
2. Site Investigation Report, Phase II Environmental Baseline Survey (EBS), Parcel 2/3A, O'Hare Air Reserve Forces Facility (ARS), Chicago, Illinois, dated February 11, 1998, prepared by Harza Environmental Services, Inc.
3. Letter from Robert C. Kull, Jr, Lt Col, USAF, Chief, Resource Conservation Division, Environmental Conservation and Planning Directorate to Mr. Daniel M. Fleming, HQ AFCEE/ECR, dated March 3, 1998, Re: Review of the Phase II Environmental Baseline Survey (EBS), Site Investigation Report. Feb 98.
4. Letter and Comments from Sylvia Crowell, O'Hare Team Chief, Base Closure Restoration Division, Department of the Air Force to Mr. Roldan, AFCEE/ERB, dated March 2, 1998, Re: Review of the Phase II Environmental Baseline Survey (EBS), Site Investigation Report. Feb 98.
5. Letter from R. William Kessler, Ph.D., Consultant Operations Division, AFCEE/ERC to Sylvia Crowell, HQ AFCEE/ERC, dated February 27, 1998, RE: Chemistry Review of the Site Investigation and Draft Data Validation Reports for the Phase II Environmental Baseline Survey (Parcel 2/3A) at O'Hare Air Reserve Station, Chicago, Illinois.
6. Site Investigation Report, Phase II Environmental Baseline Survey (EBS), Parcel 3A, O'Hare Air Reserve Station (ARS), Chicago, Illinois, dated August 6, 1999, prepared by Harza Environmental Services, Inc.
7. Draft Final Remedial Investigation Report, Parcel 2/3A, O'Hare Air Reserve Station, Chicago, Illinois, dated March 2000, prepared by Harza Engineering Company for U.S. Army Corps of Engineers, Louisville District.
8. Draft Final Remedial Investigation Report, Parcel 3, O'Hare Air Reserve Station, Chicago, Illinois, dated April 2000, prepared by Harza Engineering Company for U.S. Army Corps of Engineers, Louisville District.
9. Letter from Robert P Kewer, P.G., Harza Engineering Company to Mr. Doug Meadors, U.S. Army Corps of Engineers, Louisville District, dated April 21, 2000, RE: Remedial Investigation Report (Draft-Final), Parcel 3, O'Hare ARS, Chicago, IL.
10. O'Hare Air Reserve Station, Chicago, Illinois, Final Site Investigation Report for Sanitary Sewer (OTH-SS) Attachments, Full Service Remedial Action, dated February 2002, prepared by Montgomery Waston (sic) Harza (MWH) for Air Force Center for Environmental Excellence.

11. Confidential Labeled Letter from John H Yang, P.G., of GaiaTech, Site Investigation & Remediation to Mr. Thomas P. Samuels, Cargo Ports, RE: Site Investigation Summary Report, Proposed Cargo Ports, O'Hare International Airport, Chicago, IL.
12. Letter from Clarence L. Smith, Illinois Environmental Protection Agency, Federal Site Remediation Section, Division of Remediation Management, Bureau of Land to Mr. David Strainge, Air Force Real Property Agency, Division A – Loring/Pease/O'Hare, dated August 26, 2005, RE: O'Hare Air Reserve Station, LUST/Technical & Superfund/Technical Report, Incident #s 921315, 931559 & 960031.
13. Transmittal Letter and Report from Aaron J. Frame, P.E., Assistant Commissioner – Environment, City of Chicago, Department of Aviation to Amy Hanson, Chicago Airports District Office, Federal Aviation Administration, dated September 8, 2008, RE: Revised Short Form Environmental Assessment for Proposed Northeast Cargo Area Improvements, Chicago O'Hare International Airport.
14. Letter from Amy B. Hanson, U.S. Department of Transportation, Federal Aviation Administration, Chicago Airports District Office to Mr. Richard Rodriguez and Aaron Frame of Chicago O'Hare International Airport, undated, RE: Chicago O'Hare International Airport, Chicago, IL, Short Form Environmental Assessment Approval.
15. Finding of Suitability to Transfer, Parcel 1 Property, O'Hare Air Reserve Forces Facility, Chicago, IL, dated April 21, 1997.
16. Point Paper on Former O'Hare ARB Record of Decision (ROD) for Landfill 1 (LF-1), undated, no author.
17. QuitClaim Deed and Partial Termination of Lease, dated September 20, 2005 by the United States (Grantor) acting by and through the Secretary of the Air Force, and the City of Chicago for Parcel Identification Nos. 09-32-303-006-0000; 09-32-402-004-0000; 09-33-311-018-0000; 09-33-311-016-0000; 09-33-311-020-0000; 09-33-311-047-0000; 12-04-102-032-0000.
18. Finding of Suitability of Transfer (FOST), Landfill 1 and Zemke Tracts, Former O'Hare Air Reserve Station, Illinois, dated September 2005.
19. Air Force Real Property Agency Division A Coordination Sheet, dated July 2, 2003, RE: O'Hare ARS.
20. Final Finding of Suitability to Transfer (FOST), Former O'Hare Air Reserve Station, Chicago, Illinois, dated July 2003 (for Parcels 2,3, 3A, and 6).
21. Transmittal Letter from David C. Scharre of MWH to Ms. Karen Mason-Smith, U.S. Environmental Protection Agency, Region V, Waste Management Superfund Division and Ms. Charlene Falco, Illinois Environmental Protection Agency, dated January 19, 2007 RE: Finding of Suitability to Transfer (FOST) for Parcel A (North Parcel) of Fort Dearborn U.S. Army Reserve Center.
22. Finding of Suitability to Transfer (FOST), Fort Dearborn Parcel A, US Army Reserve Center (IL069), dated December 5, 2006.
23. Finding of Suitability to Transfer (FOST), Fort Dearborn Southern Parcel, US Army Reserve Center (IL069), dated April 6, 2000.
24. Former O'Hare Air Reserve Station, Chicago, Final Record of Decision, Basewide, dated September 2002, prepared by Montgomery Waston (sic) Harza (MWH) for Air Force Center for Environmental Excellence, Base Closure Restoration Division.
25. Remedial Action Report, Northeast Cargo Development (Former Air Force Reserve Base), Facility ID IL0002283, IEMA Incident #20081725 and 20081726, Violation Notice #M-2009-02001, SWC West Johnson Road and Patton Drive, Chicago, IL 60666, prepared by True North Consultants, Inc. for Chicago Department of Aviation, dated October 21, 2015.

26. Supplemental Report, Stage 1; Environmental Baseline Survey, O'Hare Air Reserve Forces Facility, O'Hare International Airport, Chicago, Illinois dated August 1995, prepared by HARZA Consulting Engineering and Scientists for Department of Aviation, City of Chicago
27. Preliminary Geotechnical Report Runway 9C-27C and Associated Taxiways and Sewer Systems East Package, WBS OH.6133.200, O'Hare Modernization Program, Chicago IL submitted by Wang Engineering, Inc. dated January 21, 2011
28. Supplemental Phase 1 Environmental Site Assessment (2003-2016) O'Hare International Airport, Signature Flight Services Terminal (Building 800), Chicago IL by Environmental Design International, Inc. dated May 3, 2016
29. Runway 9C insurance map v8 b\_Updated October 25, 2017

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 24  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

FINANCIAL ASSURANCE, CLOSURE, AND POST CLOSURE EXCLUSION

It is hereby agreed that the following changes are made to the policy.

1. The following exclusion is added to **SECTION III – EXCLUSIONS:**

**FINANCIAL ASSURANCE, CLOSURE, AND POST CLOSURE**

Any financial assurance, financial responsibility, closure or post closure requirements imposed by any federal, provincial or local law including, but not limited to any requirement that the **insured** obtain a bond or similar financial instrument whether or not such requirement is specified by operating permit, approval, certificate or similar document. This exclusion shall not apply to any such obligation or requirement specifically provided by endorsement to this policy, if any.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 25  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [REDACTED] The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

INSTITUTIONAL AND ENGINEERING CONTROL EXCLUSION  
WITH EXCEPTION FOR BODILY INJURY, PROPERTY DAMAGE AND CLEAN-UP COSTS

It is hereby agreed that the following changes are made to the policy:

1. The following is added to **SECTION III - EXCLUSIONS:**

**Institutional and Engineering Controls**

Arising from:

- a. Or for the installation of any **institutional control** or **engineering control**;
- b. The failure to implement or monitor or maintain any **institutional control** or **engineering control**;  
or
- c. An **insured's** violation of any **institutional control** or **engineering control** applicable to the **scheduled location**.

However, this exclusion does not apply to the extent of: (i) **bodily injury** or **property damage**; or (ii) any **institutional control** or **engineering control**, we agree, in our sole discretion, is reasonable and necessary to address **environmental damage** resulting from a **pollution incident** for which coverage under this policy is provided for **cleanup costs**.

2. The following are added to **SECTION VII - DEFINITIONS:**

**Engineering control** means a physical measure that is designed to contain, stabilize or monitor or help limit or prevent exposure to a pollutant, including but not limited to capping, fencing, horizontal or vertical barriers, hydraulic controls, vapor controls, atmospheric controls or any other.

**Institutional control** means legal or administrative controls to help limit or prevent exposure to a pollutant or to protect the integrity of a remedy, including but not limited to deed restrictions, easements, covenants, zoning restrictions, permits, activity or use limitations, land or water use controls or other controls.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 26  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

### LANDFILL - RELATED EXCLUSIONS

It is hereby agreed that solely with respect to each **scheduled location** listed below; it is hereby agreed that the following changes are made to the policy:

1. The following are added to **SECTION III - EXCLUSIONS:**

#### **Engineering & Institutional Controls**

Associated with or arising from the installation, implementation, operation or maintenance of any **engineering control** or **institutional control** based upon or related to a **landfill**.

#### **Groundwater & Surface Water Monitoring**

Associated with or arising from groundwater or surface water monitoring (including monitoring only plans) conducted at, based upon or related to a **landfill**.

#### **Activity & Use Requirements**

Arising from an **insured's** violation of or non-compliance with any **engineering control** or **institutional control** applicable to a **landfill**.

#### **Landfill**

Associated with or arising from any **landfill**. However, this exclusion shall not apply solely to the extent of that portion of a **pollution incident** that has migrated beyond the boundaries of the **scheduled location**.

2. The following are added to **SECTION VII – DEFINITIONS:**

**Engineering control** means a physical measure that is designed to contain, stabilize or monitor or help limit or prevent exposure to a pollutant, including but not limited to capping, fencing, horizontal or vertical barriers, hydraulic controls, vapor controls or atmospheric controls.

**Institutional control** means legal or administrative controls to help limit or prevent exposure to a pollutant or to protect the integrity of a remedy, including but not limited to deed restrictions, easements, covenants, zoning restrictions, permits, activity or use limitations, land or water use controls..

**Landfill** means any waste disposal unit, area or site used at any time for the controlled deposit of waste onto or into land including any system, equipment or device used for or associated with such landfill situated at a **scheduled location**.

2. This endorsement is applicable to each **scheduled location** listed below:

#### **Scheduled Location**

Landfill #1, Landfill #4 (fka Landfill #2), Hardfill #1 and Hardfill #2 located within the confines of Chicago O'Hare International Airport, Chicago IL parcels within the red boundary area shown in the ORD Map, prepared by BPC Airport Partners for Chicago Development of Aviation, dated August 9, 2014, updated October 2014 and aerial dated September 21, 2015, updated October 2016 and updated per document North Airfield insurance map v11 1\_2020.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 27  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

MATERIAL CHANGE IN USE – INTENDED USE

It is hereby agreed that solely with respect to each **scheduled location** listed below; **SECTION III – EXCLUSIONS, 10. Material Change in Use** is deleted in its entirety and replaced with the following:

**10. Material Change in Use**

Arising from a change in the use of the **scheduled location** shown below that is different from the Intended Use shown below that corresponds to such **scheduled location**.

Scheduled Location	Intended Use
That portion of Chicago O'Hare International Airport Known as the <b>Rosement Parcel</b> .	Vacant undeveloped land, or the proposed Federal Aviation Authority's (FAA) Doppler Very-High Frequency Omni-Directional Radio Range site.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 28  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[Redacted]  
Issued to: [Redacted]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

MATERIAL CHANGE IN USE – REMEDIATION STANDARD

It is hereby agreed that solely with respect to each **scheduled location** listed below; **Section III – EXCLUSIONS, 10. Material Change in Use**, is deleted in its entirety and replaced with the following:

**10. Material Change in Use**

Arising from a material change in use of a **scheduled location** shown below. For the purpose of this exclusion, a material change in use is one that results in the imposition of a more stringent remediation standard at a **scheduled location** shown below than those that were or would have been imposed as of the first day of the date that the US Government or its agencies transferred such locations to the **Named Insureds**.

Scheduled Location
<b>Military Parcel</b> as defined in Endorsement No. 14

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 29  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

PRE-EXISTING CONDITIONS COVERAGE – LIMITED COVERAGE FOR MILITARY PARCEL ONLY

It is hereby agreed that **SECTION I – INSURING AGREEMENTS, 1. Pre-existing Conditions Coverage** is deleted in its entirety and replaced with the following:

**1. Pre-existing Conditions Coverage**

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **environmental damage** resulting from a **pollution incident** on, at, or under the **military parcel**, provided that:
  - (1) The **pollution incident** results in a **claim** for such **environmental damage**;
  - (2) The **pollution incident** first commenced prior to the **retroactive date**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.
- b. We will pay **clean-up costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, or under the **military parcel**, provided that:
  - (1) The **pollution incident** first commenced (1) prior to the **retroactive date**; and
  - (2) The **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

It is further agreed that solely with respect to the coverage afforded by this endorsement, **SECTION VII – DEFINITIONS**, definition 17., **Loss**, is deleted in its entirety and replaced with the following:

**Loss** means:

- a. Monetary judgment, award or settlement of compensatory damages for **environmental damage**;
- b. **Clean-up costs**; and
- c. **Claim expense**.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:**

30

This endorsement, effective:

June 1, 2020

(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to:

The City of Chicago

by:

Allied World Assurance Company (U.S.) Inc.

SELF-INSURED RETENTION

It is hereby agreed that the following changes are made to the policy:

1. The phrase "Deductible Each Incident" set forth in Item 3. of the Declarations is deleted in its entirety and replaced with the phrase "Self-Insured Retention Each Incident."
2. All references in the policy to "deductible" are hereby deleted in their entirety and replaced with the phrase "self-insured retention," and all references in the policy to "Deductible Each Incident" are hereby deleted in their entirety and replaced with the phrase "Self-insured Retention Each Incident."
3. All references in the policy to "**SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE**" are deleted in their entirety and replaced with the phrase "**SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION.**"

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**



Designated Media

- All Media
- Soil
- Surface Water
- Groundwater
- Soil Vapor
- Indoor Air
- Atmosphere
- Building Materials and Structures
- \_\_\_\_\_(Other)

This exclusion does not apply to a **claim** for **bodily injury** or **property damage**.

This exclusion may be amended upon our receipt and satisfactory review and approval, in our sole discretion, of a Certificate of Closure, No Further Action Letter or equivalent documentation issued by a governmental authority. The amendment of this exclusion, if any, shall be accomplished only upon our issuance of a separate endorsement specifically amending this endorsement.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 32  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

SPECIFIED SCHEDULED LOCATION EXCLUSIONS

It is hereby agreed that solely with respect to the **Rosemont parcel** the following changes are made to the policy:

1. The following are added to **SECTION III - EXCLUSIONS:**

**Engineering & Institutional Controls**

Associated with or arising from the installation, implementation, operation or maintenance of any **engineering control** or **institutional control** based upon or related to the **scheduled location**.

**Groundwater & Surface Water Monitoring**

Associated with or arising from groundwater or surface water monitoring (including monitoring only plans) conducted at, based upon or related to the **scheduled location**.

**Activity & Use Requirements**

Arising from an **insured's** violation of or non-compliance with any **engineering control** or **institutional control** applicable to the **scheduled location**.

**Non-Native Fill Material**

Associated with or arising from any **non-native fill material**. However, this exclusion shall not apply solely to the extent of that portion of a **pollution incident** that has migrated beyond the boundaries of City of Chicago O'Hare International Airport.

2. The following are added to **SECTION VII – DEFINITIONS:**

**Engineering control** means a physical measure that is designed to contain, stabilize or monitor or help limit or prevent exposure to a pollutant, including but not limited to capping, fencing, horizontal or vertical barriers, hydraulic controls, vapor controls or atmospheric controls.

**Institutional control** means legal or administrative controls to help limit or prevent exposure to a pollutant or to protect the integrity of a remedy, including but not limited to deed restrictions, easements, covenants, zoning restrictions, permits, activity or use limitations, land or water use controls..

**Non-native fill material** means any area or site used at any time for the deposit of construction and demolition debris onto or into land including any system, equipment or device used for or associated with such fill material situated at a **scheduled location**.

2. To the extent that the terms of the policy or an endorsement attached to this policy conflict with the terms of this endorsement, the terms of this endorsement shall take preference and supersede.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 33  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

WAIVER OF GOVERNMENTAL IMMUNITY

It is hereby agreed that the following is added to **SECTION VI – CONDITIONS:**

**Waiver Of Governmental Immunity**

We will waive, both in the adjustment of **claims** and in the defense of suits against the **insured**, any governmental immunity of the **insured**, unless the **insured** requests in writing that we not do so. Waiver of immunity as a defense will not subject us to liability for any portion of a **claim** or judgment in excess of the applicable Limit of Insurance.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 34  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

POLLUTANT DEFINITION AMENDMENT TO INCLUDE BIOTERRORISM AGENT USED WHILE COMMITTING AN ACT OF TERRORISM

It is hereby agreed that that the following changes are made to the policy:

1. **SECTION VII – DEFINITIONS**, 22. **Pollutant** is amended by the addition of the following:

**Pollutant** also means a **bioterrorism agent**.

2. The following definitions are added to **SECTION VII – DEFINITIONS**:

**Bioterrorism agent** means any virus, bacteria or other agent identified as a bioterrorism agent by the United States Center for Disease Control, whether or not such virus, bacteria or other agent is living, provided that such virus, bacteria or other agent was deliberately released, discharged or dispersed intentionally by a third party while committing an act of **terrorism**.

**Terrorism** means activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 35  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
f [REDACTED] [REDACTED]  
Issued to: The City of Chicago  
by: Allied World Assurance Company (U.S.) Inc.

PRE-EXISTING CONDITIONS COVERAGE – LIMITED COVERAGE FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE CLAIMS FOR SCHEDULED LOCATIONS

It is hereby agreed that the following changes are made to the policy:

A. **SECTION I – INSURING AGREEMENTS**, 1. **Pre-existing Conditions Coverage** is deleted in its entirety and replaced with the following provisions:

**1. Pre-existing Conditions Coverage**

On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury** or **property damage** resulting from a **pollution incident** migrating beyond the boundaries of the **scheduled location**, provided that:

- (1) The **pollution incident** results in a **claim** for **bodily injury** or **property damage** that takes place beyond the boundaries of the **scheduled location**;
- (2) The **pollution incident** first commenced prior to the **retroactive date**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

B. Solely with respect to the coverage afforded by this endorsement, **SECTION VII – DEFINITIONS**, definition 17., **Loss**, is deleted in its entirety and replaced with the following:

**Loss** means:

- a. Monetary judgement, award or settlement of compensatory damages for **bodily injury** or **property damage** and, where allowable by law, punitive, exemplary or multiple damages, and civil fines, penalties or assessments for **bodily injury** or **property damage**; and
- b. Monetary judgment, award or settlement of medical monitoring costs provided that such costs monitoring is the result of physical **bodily injury** for which you are determined to be legally liable; and
- c. **Claim expense**.

C. It is further agreed that any changes made by this endorsement do not delete, amend or conflict with the provisions as set forth in Endorsement No. 32, PRE-EXISTING CONDITIONS COVERAGE – LIMITED COVERAGE FOR MILITARY PARCEL ONLY.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 36  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

AMENDMENT OF CONDITION –  
YOUR DUTIES IN THE EVENT OF A POLLUTION INCIDENT OR CLAIM

It is hereby agreed that **SECTION VI – CONDITIONS, 17. Your Duties in the Event of a Pollution Incident or Claim** is deleted in its entirety and replaced with the following:

**17. Your Duties in the Event of a Pollution Incident or Claim**

- a. Except where the Bordereau Claim Reporting requirements apply as set forth below, you must see to it that we are notified of a **pollution incident** or **claim** to which this insurance may apply as soon as practicable at the address shown in Item 8. of the Declarations or via email at [envcasclaims@awac.com](mailto:envcasclaims@awac.com). To the extent possible, notice should include:
- (1) How, when and where the **pollution incident** took place;
  - (2) The names and addresses of any injured persons and witnesses;
  - (3) The nature and location of any injury or damage arising out of the **pollution incident**;
  - (4) The specifics of the **claim** and the date it was first asserted against and received by an **insured**; and
  - (5) With respect to **emergency response expense**, the nature and extent of the emergency, the manner in which you or others acting on your behalf responded to the emergency, the amount of **emergency response expense** incurred, and the names and addresses of those persons having knowledge of any of the foregoing. You and any other involved **insured** must send us any technical reports, laboratory data, field notes, expert reports, investigation reports, data collected, invoices, regulatory correspondence or any other documents relating to such **emergency response expense**.

The Bordereau Claim Reporting requirements apply to: (i) the discovery of a **pollution incident** which may result in a **claim** or **environmental damage**; or (ii) your receipt of a **claim**; where the total cost of resolving the **claim** or **pollution incident** is not expected, based upon the **reasonable advice of competent counsel (in the event of a claim), or the reasonable advice of a qualified environmental professional** (in the event of a **pollution incident**), to exceed \$250,000. If the Bordereau Claim Reporting requirements apply as set forth above, we agree to receive your notification of discovery of **pollution incident** or receipt of **claim** by a semiannual Bordereau Claim Report as set forth below and you will report such discovery of **pollution incident** or receipt of **claim** in the next semiannual Bordereau Claim Report due after you have discovered such **pollution incident** or received such **claim**. Report due dates: Report due 12/01/2020 for all **claims** thru 11/01/2020; Report due 05/01/2021 for all **claims** thru 04/01/2021; Report due 10/01/2021 for all **claims** thru 09/01/2021; Report due 04/01/2022 for all **claims** thru 03/01/2022. Any time you reasonably anticipate, **upon the reasonable advice of competent counsel (in the event of a claim), or a qualified environmental professional** (in the event of a **pollution incident**), that a discovery of **pollution incident** or **claim** shall exceed \$250,000 in total cost for resolution, you must report such **pollution incident** or **claim** to us as soon as practicable in accordance with the reporting requirements of the policy including providing us the necessary items and cooperation as set forth herein.

The Bordereau Claim Reporting must include the following information: insured location, claimant, date of incident/**pollution incident**, description of matter, estimated costs to resolve, plan of action including a plan for resolution of the matter. We reserve the right to request any changes or modifications to the Bordereau Claim Report as we deem necessary in our reasonable judgment. You shall promptly provide such Report at the email address shown for claims in the policy (or other email address as we may request in writing) on 12/01/2020 for all **claims** thru 11/01/2020; Report due 05/01/2021 for all **claims** thru 04/01/2021; Report due 10/01/2021 for all **claims** thru 09/01/2021; Report due 04/01/2022 for all **claims** thru 03/01/2022.

b. You and any other involved **insured** must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** provided that with respect to **claims** subject to the Bordereau Claim Reporting requirements, immediately send us copies of any summonses, legal papers or other documents that require a time dependent response;
- (2) Authorize us to obtain records and other information relevant to the **claim** or **pollution incident**;
- (3) Co-operate with us in the investigation of the **pollution incident**, as well as the investigation, settlement or defense of the **claim**;
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply; and
- (5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.

c. 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 expense** for which you are entitled to recover under this policy, without our prior consent.

d. The **insured** must:

- (1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;
- (2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution or issuance of such bid or contract; and
- (3) Forward progress reports in connection with any investigation, removal, response or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This clause d. does not apply to any investigation, removal, response or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy

e. Any failure to comply with the reporting requirements and other duties including its obligation to provide the Bordereau Claim Report to us as set forth in this Section may prejudice an **insured's** rights to coverage under the policy.

All other terms and conditions of this policy remain unchanged.

A handwritten signature in black ink, appearing to read "J. Cellura", with a horizontal line extending to the right.

By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:**

37

This endorsement, effective:

June 1, 2020

(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to:

The City of Chicago

by:

Allied World Assurance Company (U.S.) Inc.

SPECIFIED CONTAMINANT CAPITAL IMPROVEMENT EXCLUSION WITH EXCEPTION  
FOR BODILY INJURY OR PROPERTY DAMAGE CLAIMS

It is hereby agreed that the following changes are made to the policy.

1. The following exclusion is added to **SECTION III – EXCLUSIONS:**

**Capital Improvement**

Arising from **microbial matter** discovered, encountered or identified, in whole or in part, in the course of performing, involving or associated with a **capital improvement** at the **scheduled location**.

However, this exclusion does not apply to a **claim** for either **bodily injury** or **property damage**.

2. The following definition is added to **SECTION VII – DEFINITIONS:**

**Capital improvement** means any man-made change or alteration to improved or unimproved real estate or real property including any activity undertaken to develop, renovate, repair, upgrade or improve a **scheduled location** including but not limited to excavation, ditching, dredging, clearing, grading, drilling, boring, construction, demolition, dewatering or any other activity to develop, renovate, repair, upgrade or improve a **scheduled location**.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 38  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

MICROBIAL MATTER EXCLUSION – FAILURE TO MAINTAIN WITH BODILY INJURY AND  
PROPERTY DAMAGE CLAIMS AND NAMED STORM EXCEPTIONS

It is hereby agreed that the following changes are made to the policy:

1. The following exclusion is added to **SECTION III - EXCLUSIONS:**

**Microbial Matter**

Arising from a **pollution incident** involving or associated with the actual or alleged presence of **microbial matter** that is due to, in whole or in part, a **failure to maintain**.

This exclusion does not apply to:

- a. A **claim for bodily injury**;
  - b. A **claim for property damage**; or
  - c. **Clean-up costs** to the extent the **pollution incident** involving or associated with **microbial matter**: (i) directly results from **named storm** impacts at the **scheduled location**; and (ii) would have resulted regardless of any **failure to maintain**.
2. For the purpose of the Exclusion set forth in paragraph 1. above, the following are added to **SECTION VII – DEFINITIONS:**

**Failure to maintain** means the failure of any person or organization to maintain in good condition and good repair any land, property, premises, dwelling, structure, or building including, but not limited to, any improvement, appurtenance, fixture, equipment or system (whether mechanical, electrical, plumbing or otherwise) that is or was attached to, a part of, incorporated into, or situated in or on any of the foregoing, regardless of: (a) the cause, causes that contributed to, or sequence of causes that contributed to any such **pollution incident**; (b) the cause, causes that contributed to, or sequence of causes that contributed to any such **failure to maintain**, (c) who or what caused or contributed to any such **failure to maintain**; and (d) who or what was or is responsible for any such **failure to maintain**.

**Named storm** means a tropical storm, hurricane or other similar storm system that has been identified and named a storm, hurricane or other similar storm system by the United States National Weather Service.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**Endorsement No:** 39  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
[REDACTED]  
Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

BIOLOGICAL AGENT AND MICROBIAL MATTER

It is hereby agreed that the following changes are made to the policy:

1. The following is added to **SECTION III – EXCLUSIONS:**

**Biological Agent**

Arising from or associated with, in whole or in part, any bacteria, virus, parasite, protozoa, organism of the kingdom Fungi including spores and mycotoxins released by such organism, or prion, whether living or not; provided that **biological agent** does not include **microbial matter**.

2. **SECTION VII – DEFINITIONS**, definition 18., **microbial matter**, is deleted in its entirety and replaced with the following:

**Microbial matter** means mold, mildew and *Legionella pneumophila*.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **December 15, 2020**

**Endorsement No:** 40  
 This endorsement, effective: June 1, 2020  
 (at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [Redacted]  
 by: The City of Chicago  
 Allied World Assurance Company (U.S.) Inc.

ADDITION OF SCHEDULED LOCATIONS, RETROACTIVE DATE, COVERAGES, LIMITS AND DEDUCTIBLES

It is hereby agreed that the following changes are made to the policy.

- Each location set forth below is included in Item 5. of the Declarations as a **scheduled location**, subject to all of the terms and conditions of the policy, and subject to the following changes to Item 7., Retroactive Date of the Declarations:

Item 5: Scheduled Locations:	Item 7. Retroactive Date
Hilton Chicago O'Hare Airport	June 1, 2020

- With respect to each above-listed **scheduled location**, Item 3., of the Declarations is deleted and replaced with the following:

**Item 3. Coverages and Coverage Section Limits and Deductibles:**

This policy includes only those coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
1	N/A	N/A	N/A
2	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Coverage	Business Interruption – Deductible - Hours	Each Incident Limit	Coverage Section Aggregate Limit
5	N/A	N/A	N/A

All other terms and conditions of this policy remain unchanged.



By: **Joseph Cellura**  
 Title: **President, North American Casualty Division**  
 Date: **December 15, 2020**

**Endorsement No:** 41  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

AMENDMENT OF OTHER INSURANCE CONDITION – EXCESS OF SCHEDULED INSURANCE

It is hereby agreed that solely with respect to an actual or alleged **pollution incident** on, at, under or migrating from the **scheduled location** or associated with or caused by operations or activities described in the Schedule below, **SECTION VI - CONDITIONS, 11. Other Insurance** is deleted in its entirety and replaced with the following:

Schedule
<i>That portion of <b>scheduled location</b> leased, operated, occupied or controlled by Hilton Corporation or any subsidiary, affiliated or allied entity (“Hilton party parties”) pursuant to written lease agreement with the <b>insured</b> and any ancillary or related operations either performed by or on behalf of the Hilton parties at any portion of the <b>scheduled location</b></i>

**11. Other Insurance**

If other valid and collectible insurance is available for coverage afforded by this policy including the insurance set forth in the Underlying Insurance Schedule below, this insurance is excess over such valid and collectible insurance policy(ies) whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. When this insurance is excess, we will (i) have the right, but not duty to defend the **insured** against any **claim** to which this insurance applies; and (ii) pay only the amount of **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy which exceed the applicable Deductible Each Incident amount and the total amount of all such other valid and collectible insurance.

The insurance described in the Underlying Insurance Schedule below and any renewals thereof shall be maintained in full force and effect with the same or higher limits of insurance and similar terms and conditions as were in effect as of the effective date of this policy, except for reduction or erosion of such limits by payment of any amount to which such insurance applies. However, failure to maintain such insurance in full force and effect will not invalidate this policy but in the event of such failure, we will only be liable to the same extent as we would have been had such insurance been maintained in compliance with this condition and such insurance limits were in effect. Upon request, the the **insured** shall furnish us with a copy of the policy(ies) of such insurance and take all necessary steps including cooperating with us in the attainment of such policy(ies).

Coverage under this policy shall attach only after such insurance has been exhausted through payments by the insurers of such insurance of amounts covered under such policies of insurance. Your bankruptcy, insolvency or inability to pay, or the bankruptcy, insolvency or inability to pay of any of the insurers of such insurance will not relieve us from payment of any **claim** or amounts covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace such insurance or assume any obligation within the underlying insurance area.

Underlying Insurance Schedule

*All insurance policies as required by or procured as a result of the written agreements or contracts associated with or involving the **scheduled location** between the **insured** and Hilton Corporation or any Hilton party.*

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 42  
 This endorsement, effective: June 1, 2020  
 (at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: The City of Chicago  
 by: Allied World Assurance Company (U.S.) Inc.

SCHEDULE OF UNDERGROUND STORAGE TANK(S)

It is hereby agreed that for the purpose of **SECTION III – EXCLUSIONS, 14. Underground Storage Tanks, Subparagraph b.:**

1. Each **underground storage tank** identified below is scheduled onto this policy, but only in connection with a **pollution incident** that first commenced on or after the Underground Storage Tank Incident Date shown below that corresponds to each such **underground storage tank**; and

Notwithstanding anything to the contrary in the policy:

- a. Each **underground storage tank** identified below is not scheduled onto this policy with regard to a **pollution incident** that did not first commence on or after the Underground Storage Tank Incident Date shown below that corresponds to each such **underground storage tank**;
- b. Each **underground storage tank** identified below is not afforded insurance under this endorsement to evidence or satisfy financial responsibility insurance requirements, and further, we do not assume responsibility for furnishing certificates of insurance or providing evidence of bonds and we will not be liable for any fine or penalty imposed on any **insured** in connection with any failure to comply with any such insurance requirement or other laws; and
- c. Each **underground storage tank** identified below is afforded insurance only to the extent that each **underground storage tank** is in compliance with all applicable laws, rules, regulations, ordinances or directives including **environmental law** governing the operation, use and maintenance of such **underground storage tank**.

<u>Facility Number</u>	<u>Underground Storage Tank</u>	<u>Underground Storage Tank Incident Date</u>	<u>SIR</u>
2042555	CDA-450-UST9 One (1) 2,500-gallon fiberglass double-wall constructed Used Oil Bldg. 450 - Heating and Refrigeration (H&R) Plant	01/28/2016	\$500,000
2042555	CDA-450-UST10 One (1) 1,000-gallon unknown construction Heating Oil Overflow Bldg. 450 - Heating and Refrigeration (H&R) Plant	01/28/2016	\$500,000
2042555	CDA-450-UST11 One (1) 1,000-gallon unknown construction Heating Oil Overflow Bldg. 450 - Heating and Refrigeration (H&R) Plant	01/28/2016	\$500,000
2042579	CDA-522-UST1 One (1) 550-gallon fiberglass double-wall constructed Diesel fuel Bldg. 522 – ATS Maintenance & Storage Facility	01/28/2016	\$500,000
2042569	CDA-602-UST1 One (1) 2,500-gallon fiberglass double-wall constructed Diesel fuel	01/28/2016	\$500,000

2042574	Bldg. 602 – A.R.F.F. Station #1 CDA-903-UST1 One (1) 1,000-gallon fiberglass double-wall constructed Diesel fuel	01/28/2016	\$500,000
2018842	Bldg. 903 – Bessie Coleman Lift Station 2FM-507-U1 One (1) 20,000-gallon fiberglass double-wall constructed Diesel fuel	01/28/2016	\$500,000
2018842	Bldg. 507 – City Gas Stand 2FM-507-U2 One (1) 20,000-gallon fiberglass double-wall constructed Diesel fuel	01/28/2016	\$500,000
2018842	Bldg. 507 – City Gas Stand 2FM-507-U3 One (1) 20,000-gallon fiberglass double-wall constructed Gasoline	01/28/2016	\$500,000
2044565	Bldg. 507 – City Gas Stand One (1)15,000- gallon composite double-wall constructed Used Oil	Policy Inception	
2044565	South Cargo Fuel Satellite O'Hare Airport Bldg. 641 One (1) 50,000 gallon composite double-wall constructed	Policy Inception	\$500,000
2044565	Jet - A South Cargo Fuel Satellite, O'Hare Airport Bldg. 641		
2044565	One (1) 50,000 gallon composite double-wall constructed Jet - A	Policy Inception	\$500,000
2044565	South Cargo Fuel Satellite, O'Hare Airport Bldg. 641		
2044565	One (1) 50,000 gallon composite double-wall constructed Jet - A	Policy Inception	\$500,000
2044565	South Cargo Fuel Satellite, O'Hare Airport Bldg. 641		
2044565	One (1) 50,000 gallon composite double-wall constructed Jet - A	Policy Inception	\$500,000
2044565	South Cargo Fuel Satellite, O'Hare Airport Bldg. 641		
2046782	One (1) – 25,000-gallon Composite double-wall constructed Diesel	Policy Inception	\$500,000
2046782	Fuel Truck Rack Facility O'Hare Airport Bldg. 116 One (1) – 25,000-gallon Composite double-wall constructed Gasoline	Policy Inception	\$500,000
2046215	Fuel Truck Rack Facility O'Hare Airport Bldg. 116 One (1) 25,000-gallon Fiberglass Brine Filled double-wall constructed Multi-Modal Facility. O'Hare Airport Bldg. 820	Policy Inception	\$500,000

2046215	One (1) 25,000-gallon Fiberglass Brine Filled double-wall constructed Multi-Modal Facility. O'Hare Airport Bldg. 820	Policy Inception	\$500,000
2046215	One (1) 25,000-gallon Fiberglass Brine Filled double-wall constructed Multi-Modal Facility. O'Hare Airport Bldg. 820	Policy Inception	\$500,000
TBD	Hydrant System As outline in ORD Fuel Lease Draft 3-26-18 exact description to be provided by Insured prior to binding	01/28/2016	\$500,000
2042521	One (1) 1,200-gallon Fiberglass double-wall construction Used Oil – Tank 1 O'Hare Fueling System O'Hare Airport Bldg. 790	Policy Inception	\$1,000,000
2042521	One (1) 5,000-gallon Composite single-wall construction Used Oil – Tank 6 O'Hare Fueling System O'Hare Airport Bldg. 790	Policy Inception	\$1,000,000

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**December 15, 2020**

**Endorsement No:** 43  
This endorsement, effective: June 1, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

Issued to: [REDACTED]  
by: The City of Chicago  
Allied World Assurance Company (U.S.) Inc.

UNDERGROUND STORAGE TANK ACTIVITY EXCLUSION – SCHEDULED TANKS

It is hereby agreed that solely with respect to each **underground storage tank** listed in the Schedule below, the following exclusion is added to **SECTION III – EXCLUSIONS**:

**Underground Storage Tank Activity**

Arising out of:

- a. In whole or in part, the removal, repair, replacement, excavation or closure in place of an **underground storage tank**; or
- b. A **pollution incident** that is discovered, in whole or in part, because of or during the course of any removal, repair, replacement, excavation or closure in place of an **underground storage tank**.

This exclusion applies regardless of whether such removal, repair, replacement, excavation or closure in place of the **underground storage tank** is undertaken on a voluntary basis or required under **environmental law** or by a governing authority.

This endorsement is applicable to each **underground storage tank** listed in the following Schedule:

Schedule

Any tank that is 20 years old at policy inception or becomes 20years old during the policy period.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**  
Title: **President, North American Casualty Division**  
Date: **December 15, 2020**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism: to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible that must be met by the Company, and which deductible is based on a percentage of the Company's direct earned premiums for the year preceding the Certified Act of Terrorism.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the Company has met its deductible under the Act, the Company shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Certified Acts of Terrorism.

The portion of your premium that is attributable to coverage for Certified acts of terrorism is \$31,827.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

**POLICYHOLDER DISCLOSURE STATEMENT  
UNDER THE  
TERRORISM RISK INSURANCE ACT**

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the Insured has a right to purchase insurance coverage for Losses arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means an act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a U.S. mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Insured should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for losses caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the insured's policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding a statutorily established deductible that must be met by the company, and which deductible is based on a percentage of the company's direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a Calendar Year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a Calendar Year and we have met our deductible under the Act, we shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Certified Acts of Terrorism.

The Insured should know that under federal law, the Insured is not required to purchase coverage for losses caused by Certified Acts of Terrorism.

Please indicate the selection of the Insured below.

\_\_\_\_\_ The Insured hereby elects to purchase coverage in accordance with the Act for a premium of \$31,827.00.

\_\_\_\_\_ The Insured hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

\_\_\_\_\_  
Signature of Insured

Insured Name: The City of Chicago

\_\_\_\_\_  
Print/Title



\_\_\_\_\_  
Date



## **Scheduled Location Pollution Liability Policy**

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## Scheduled Location Pollution Liability Policy

Terms that appear in bold print, other than those appearing in headings, are defined terms. Refer to **SECTION VII – DEFINITIONS** and **SECTION II – WHO IS AN INSURED**. Throughout this policy the words “you” and “your” refer to the **first named insured** and any other person or organization qualifying as a **named insured** under this Policy. The words “we,” “us” and “our” refer to the Company providing this insurance.

**CERTAIN INSURING AGREEMENTS IN THIS POLICY REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. IN ADDITION TO OTHER LIMITATIONS ON COVERAGE, PAYMENT OF CLAIM EXPENSE REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

In consideration of the payment of the premium and in reliance upon the statements and information in the Application and all information submitted in support thereof, we agree to provide coverage as follows.

EACH INSURING AGREEMENT BELOW IS IN EFFECT ONLY IF LIMITS OF INSURANCE ARE SHOWN FOR THE PARTICULAR INSURING AGREEMENT IN ITEM 3. OF THE DECLARATIONS.

### SECTION I – INSURING AGREEMENTS

#### 1. Pre-existing Conditions Coverage

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**;
  - (2) The **pollution incident** first commenced prior to the **retroactive date**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.
- b. We will pay **clean-up costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** first commenced prior to the **retroactive date**; and
  - (2) The **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

#### 2. New Conditions Coverage

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**;
  - (2) The **pollution incident** first commenced on or after the **retroactive date**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

b. We will pay **clean-up costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:

- (1) The **pollution incident** first commenced on or after the **retroactive date**; and
- (2) The **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

### 3. Blanket Non-Owned Location Coverage

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **non-owned location**, provided that:

- (1) The waste or recyclable materials are delivered to the **non-owned location** on or after the **retroactive date**;
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

### 4. Blanket Transportation Coverage

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** that is caused by and takes place during the course of **transportation**, provided that:

- (1) The **transportation** takes place on or after the **retroactive date** and in the **coverage territory**;
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

### 5. Business Interruption Coverage

a. We will pay **business interruption costs** resulting from **business interruption** caused solely and directly by a **pollution incident** on, at or under a **scheduled location**, provided that:

- (1) The **pollution incident** first commenced prior to the **retroactive date** if you have purchased the pre-existing conditions coverage described in SECTION I – INSURING AGREEMENTS, 1. Pre-existing Conditions Coverage, or the **pollution incident** first commenced on or after the **retroactive date** if you have purchased the new conditions coverage described in SECTION I – INSURING AGREEMENTS, 2. New Conditions Coverage;
- (2) The **pollution incident** is first discovered during the **policy period**; and
- (3) You report the **business interruption** to us, in writing, during the **policy period**.

## 6. Our Rights and Duties in the Event of a Pollution Incident or Claim

### a. Defense

We have the right and duty to defend the **insured** against any **claim**, to which this insurance applies, by the payment of **claim expense**. We have the right to select legal counsel to defend the **insured** against any such **claim**. However, we will have no duty to defend the **insured** against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:

- (1) The amount we will pay for **loss** and any other amounts for which insurance may be afforded under this policy is limited as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE; and
- (2) Our right and duty to defend end when the applicable Limit of Insurance as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE has been used up or tendered into court.

### b. Settlement

When we present a settlement offer to the **insured** that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible Each Incident amount, and the **insured** rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** shall end and the **insured** shall defend the **claim** at the **insured's** own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the **insured**, plus the amount of **claim expense** incurred up to and including the date of such rejection by the **insured**, less any outstanding deductible amounts. For the purpose of this paragraph, rejection of the proposed settlement offer includes the **insured's** failure to accept, in writing, the proposed settlement offer within five (5) calendar days of the **insured's** receipt of such offer.

### c. Clean-up

We also have the right, but not the duty, to assume direct control of any clean-up, investigation, abatement, containment, treatment, removal, remediation, monitoring or disposal activities to which this insurance applies. In the event we exercise such right, all amounts we incur which are **loss, clean-up costs, emergency response expense, business interruption costs**, or any other amount for which coverage may be afforded under this policy will reduce the applicable Deductible and Limits of Insurance according to SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE.

## SECTION II – WHO IS AN INSURED

1. The **first named insured** means the person or entity designated in Item 1. of the Declarations. This person or entity is responsible for payment of all premiums and deductibles and any applicable co-insurance obligations, and shall act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or non-renewal, receipt and acceptance of the policy when issued and any endorsement issued during the **policy period**, receipt of any return premiums that become payable under this policy, the addition or reduction of coverage, and the exercise of the right, if any, to purchase an optional extended reporting period.
2. **Named insured** means the **first named insured** and any other person or entity that is designated as such in an endorsement, if any, attached to this policy.
3. **Insured** means each **named insured** and any past or present director, officer, partner, member or employee of such **named insured**, but only while acting in the course and scope of his or her duties as such with respect to the conduct of such **named insured's** business. If a **named insured** is a limited liability company, then **insured** also means your managers, but only with respect to their duties as your managers.
4. **Additional insured** means any person or entity that is designated as such in an endorsement, if any, attached to this policy. Any such **additional insured** shall maintain only those rights to coverage under this policy as specified by the endorsement.

## SECTION III – EXCLUSIONS

The insurance provided in SECTION I – INSURING AGREEMENTS does not apply to any **claim, loss, clean-up costs, emergency response expense, business interruption costs** or any other amount, injury or damage for which insurance may be afforded:

### 1. **Asbestos and Lead-based Paint**

Arising from lead-based paint or asbestos in any form, including asbestos-containing materials in or on any building or other structure.

This exclusion does not apply to: (a) a **claim** for **bodily injury** or **property damage**; or (b) that portion of **clean-up costs** to remediate soil, surface water or groundwater.

### 2. **Contractual Liability**

Arising from the **insured's** assumption of liability in a contract or agreement.

This exclusion does not apply to:

- a. Liability that the **insured** would have in the absence of the contract or agreement; or
- b. Liability assumed in a contract or agreement that is an **insured contract**. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be **loss** other than **claim expense**, provided: (1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and (2) such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### 3. **Criminal Fines, Penalties and Assessments**

That is or for a criminal fine, criminal penalty or criminal assessment.

### 4. **Damage to Property**

That is **property damage** to: (a) property owned, leased or occupied by or loaned to an **insured** (including any costs or expenses 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 (b) personal property in the care, custody or control of an **insured**.

### 5. **Employer's Liability**

Arising from **bodily injury** to: (a) an **insured** arising out of and in the course of employment by an **insured** or performing duties related to the conduct of an **insured's** business; or (b) to the spouse, child, parent, brother, sister or member of the household of such **insured** as a consequence of **bodily injury** described in clause (a) above.

This exclusion applies whether an **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay another.

### 6. **Hostile Acts**

Arising directly or indirectly from war (whether or not declared), civil war, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities or any act or condition incidental to the foregoing.

## 7. Insured Versus Insured

Arising from a **claim** by any **insured** against any other person or entity that is also an **insured** under this policy. This exclusion does not apply to a **claim** by one **insured** against another **insured** for the latter's liability assumed in an **insured contract**.

## 8. Intentional Non-compliance

Arising from a **pollution incident** that happens because of a **responsible manager's** intentional disregard of, or deliberate, willful or dishonest noncompliance with any law, statute, ordinance, regulation, order, judgment, decree, notice of violation, instruction or directive issued by or on behalf of any governmental body. This exclusion does not apply to a **responsible manager's** non-compliance based on such **responsible manager's** reasonable and good faith efforts to mitigate a **pollution incident** that requires immediate action, provided that such **pollution incident** is reported to us, in writing, within seven (7) days of its commencement.

## 9. Known Pollution

Arising from a **pollution incident** that took place, in whole or in part, prior to the commencement of the **policy period** where the **pollution incident** was known by, or reported to, a **responsible manager** and not disclosed to us, in writing, prior to the first day of the **policy period**. Any such **pollution incident** that was so disclosed to us, and not otherwise excluded from coverage will be deemed to have been first discovered during the **policy period**. If this policy is a renewal and the **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage from the time that such **pollution incident** was first disclosed to us, in writing, and not otherwise excluded from coverage, such **pollution incident** will be deemed to have been first discovered during the first policy period when such **pollution incident** was disclosed to us and subject to all terms and conditions of that prior policy.

## 10. Material Change in Use

Arising from a change in the use of or operations at a **scheduled location** from that which you disclosed to us, in writing, prior to the first day of the **policy period**, where such change materially increases the likelihood or extent of a **pollution incident, bodily injury, property damage, environmental damage, loss or claim** in relation to the disclosed use or operations.

## 11. New Pollution Incident at Divested Property

Arising from a **pollution incident** on, at, under or migrating from a **scheduled location**, where such **pollution incident** commenced after the time such **scheduled location** was sold, given away or abandoned by an **insured**, or was condemned.

## 12. Prior Claims

Arising from a **claim, clean-up costs, emergency response expense, pollution incident** or other circumstances reported by an **insured** under any policy issued prior to the commencement of the **policy period** by an entity other than us or any entity affiliated with the Company.

## 13. Products

Arising from **your product** or any part of it after an **insured** has relinquished physical possession.

## 14. Underground Storage Tanks

Arising from an **underground storage tank** at a **scheduled location**. This exclusion does not apply to an **underground storage tank**:

- a. Whose existence is not known by or reported to any **responsible manager** prior to the commencement of the **policy period**;
- b. That is scheduled onto this policy by endorsement;
- c. Which has been closed, abandoned in place or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment or removal; or
- d. That is an oil / water separator, storm water collection system, or flow-through process tank located partially in the ground.

#### 15. **Workers Compensation and Similar Laws**

Arising from any obligation of the **insured** under workers' compensation, disability benefits or unemployment compensation laws or any similar laws.

### **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of: (a) **insureds**; (b) **claims**; (c) person or organizations making **claims**; or (d) **pollution incidents**.
2. The Policy Aggregate Limit shown in Item 4. of the Declarations is the most we will pay for the sum of all **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy. Our total liability for all insurance afforded under this policy, combined, will not exceed the Policy Aggregate Limit shown in Item 4. of the Declarations.
3. Subject to paragraph 2. above, the Coverage Section Aggregate Limit shown for each Coverage in Item 3. of the Declarations is the most we will pay for the sum of all amounts for which insurance is afforded for such Coverage.
4. Subject to paragraphs 2. and 3. above, the Each Incident Limit shown for each Coverage in Item 3. of the Declarations is the most we will pay for the sum of all **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded for such Coverage arising out of a single **pollution incident**.
5. Notwithstanding paragraph 4. above, if insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to any **loss, emergency response expense, business interruption costs** or any other amounts for which insurance may be afforded under this policy arising out of a single **pollution incident**, the most we will pay is the highest Each Incident Limit amount available under one such Coverage applicable to the single **pollution incident**. Nothing in this paragraph shall operate to increase any Each Incident Limit or other limit shown in Items 3. and 4. of the Declarations.
6. All **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy arising out of the same, related, repeated or continuous **pollution incident** are deemed to arise out of a single **pollution incident**.
7. Subject to the limits of insurance set forth in Items 3. and 4. of the Declarations, we are liable only for that portion of **loss, emergency response expense** or any other amounts for which insurance may be afforded under this policy in excess of the Deductible Each Incident amount shown for each Coverage in Item 3. of the Declarations. If insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to any **loss, emergency response expense** or any other amounts for which insurance may be afforded under this policy arising out of a single **pollution incident**, only the highest applicable Deductible Each Incident amount shown in Item 3. of the Declarations applies.
8. The Deductible Each Incident amount is your obligation to pay and applies to all **loss, emergency response expenses** or any other amount for which insurance may be afforded under this policy arising from a single **pollution incident**. We may choose to advance payment of any part or all of the Deductible Each Incident amount to effect settlement of

any **claim**, or to pay **clean-up costs, emergency response expense, claim expense** or any other amounts for which insurance may be afforded under this policy and, upon notification of the action taken, you shall promptly reimburse us for the Deductible Each Incident amount that has been paid by us.

## SECTION V – EXTENDED REPORTING PERIODS

If this policy is cancelled by the **insured** or not renewed, and the **insured** has not purchased or obtained other insurance to replace the insurance afforded by this policy, the following provisions apply.

### 1. Automatic Extended Reporting Period

a. The **insured** is entitled to a ninety (90) day Automatic Extended Reporting Period, commencing on the date and at the time that the **policy period** ends. When the **insured** is entitled to the ninety (90) day Automatic Extended Reporting Period, the **insured** has the right to report to us, in writing, during this ninety (90) day Automatic Extended Reporting Period:

- (1) A **claim** first made against the **insured** during the **policy period**; or
- (2) A **claim** first made against the **insured** during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from a **pollution incident** first discovered and reported to us, in writing, during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**.

### 2. Optional Extended Reporting Period

a. The **first named insured** is also entitled to purchase an Optional Extended Reporting Period of up to thirty-six (36) months, commencing on the date and at the time the **policy period** ends, provided that:

- (1) Within thirty (30) days of such cancellation or non-renewal, we receive written notice from the **first named insured** of its election to purchase an Optional Extended Reporting Period for a specific period of not more than thirty-six (36) months; and
- (2) The **first named insured** pays, prior to the commencement of the Optional Extended Reporting Period and in accordance with our payment terms, the additional premium charged by us, and upon payment we will issue an endorsement providing for such Optional Extended Reporting Period.

b. The additional premium charged for the Optional Extended Reporting Period will not be more than two hundred per cent (200%) of the total policy premium.

c. When the **first named insured** is entitled to and purchases the Optional Extended Reporting Period, the **insured** has the right to report to us, in writing, during the specified Optional Extended Reporting Period, a **claim** first made against the **insured** during such Optional Extended Reporting Period, provided that the **claim** results from a **pollution incident** first discovered and reported to us, in writing, during the **policy period**. Any **claim** so reported will be deemed to have been made on the last day of the **policy period**.

If the Optional Extended Reporting Period is purchased by the **first named insured** in accordance with the preceding paragraphs, the Automatic Extended Reporting Period becomes a part of, and is not in addition to, the purchased Optional Extended Reporting Period.

When applicable, the Automatic Extended Reporting Period and Optional Extended Reporting Period do not operate to increase any limit of insurance under this policy, extend the **policy period** or change the scope of coverage provided.

For the purpose of this section, the quotation of different terms and conditions by us shall not be construed as a non-renewal of this policy.

## SECTION VI – CONDITIONS

### 12. Assignment

This policy may not be assigned without our prior written consent, which shall not be unreasonably withheld.

### 13. Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate shall not relieve us of our obligations under this policy and shall also not relieve any **insured** of its obligations under this policy.

### 14. Cancellation

- a. The **first named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation. When the **first named insured** cancels this policy, we will calculate return premium on a short rate basis unless the **policy period** is three (3) years or greater, in which case the premium shall be 100% earned on the first day of the **policy period** and you shall not be entitled to any return of premium.
- b. We may cancel this policy for non-payment of premium or your failure to reimburse us for any Deductible Amount paid by us by mailing or delivering to the **first named insured** written notice of cancellation at least ten (10) days before the effective date of cancellation.
- c. We may cancel this policy due to fraud or a material misrepresentation or concealment by any **insured** by mailing or delivering to the **first named insured** written notice of cancellation at least ninety (90) days before the effective date of cancellation. During the first sixty (60) days of such cancellation notice period, the **first named insured** may attempt to cure the circumstances that formed the basis of such notice of cancellation and request that we rescind our notice of cancellation. We will consider any such request and determine, in our sole discretion, whether or not to rescind the notice of cancellation.
- d. We will mail or deliver our notice of cancellation to the **first named insured's** last mailing address known to us. Our notice of cancellation will state the effective date and hour of cancellation of the policy. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

### 15. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### 16. Economic and Trade Sanctions

If affording insurance under this policy would be a violation of any United States of America economic or trade sanctions, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then such insurance will be null and void.

### 17. Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this policy.

## 18. Independent Counsel

In the event the **insured** is entitled by law to select independent counsel, the fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** in the community where the **claim**-related proceeding is being defended, or if there is no **claim**-related proceeding to defend, where the **claim** arose.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have errors and omissions insurance coverage.

Furthermore, the **insured** may at any time, by the **insured's** signed consent, freely and fully waive the right, if any, to select independent counsel.

## 19. Inspections and Surveys

- a. We have the right to make inspections and surveys, at any time during normal business hours with reasonable advance written notice, of books, records, services, properties and activities as far as they relate to the subject matter of this policy, and monitor and audit, give you reports on the conditions we find and recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. Also, we do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.

This applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- c. We may modify, amend or delete any of the terms and conditions of this policy, including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by you in the Application or supplemental materials submitted to us prior to the first day of the **policy period**, or which materially deviates from the information disclosed in the Application or supplemental materials submitted to us prior to the first day of the **policy period**.

## 20. Legal Action Against Us

No person or organization has a right under this policy to join us as a party or otherwise bring us into a suit asking for damages from an **insured**, or to sue us on this policy, unless there has been full compliance with all of its terms.

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

## 21. Notice of Possible Claim

- a. If during the **policy period**, the **responsible manager** first becomes aware of a **possible claim**, the **responsible manager** may provide written notice to us during the **policy period** containing all the information required under paragraph b. below. Provided the **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage as provided under this policy, any **possible claim** which subsequently becomes a **claim** made against you and reported to us under

any such consecutive policy, shall be deemed to have been first made and reported during the **policy period** of this policy. Such **claim** shall be subject to the terms, conditions and limits of coverage of the policy under which the **possible claim** was reported.

- b. It is a condition-precendent to the coverage afforded by this policy that notice under paragraph a., above contain all of the following information:
- (1) The cause of the **pollution incident**;
  - (2) The **scheduled location** or other location where the **pollution incident** took place;
  - (3) The **bodily injury, property damage, or environmental damage** which has resulted or may result from such **pollution incident**;
  - (4) The insured(s) which may be subject to the **claim** and any potential claimant(s);
  - (5) All engineering information available on the **pollution incident** and any other information that the Company deems reasonably necessary; and
  - (6) The circumstances by which and the date the **insured** first became aware of the **possible claim**.

## 22. Other Insurance

If other valid and collectible insurance is available to the **insured** for insurance afforded by this policy, our obligations are limited as follows:

### a. Primary Insurance

This insurance is primary except as set forth in paragraph c. below. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph b. below.

### b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable Limits of Insurance of all insurers.

### c. Microbial Matter

Solely with respect to insurance afforded for a **pollution incident** arising from **microbial matter**, this insurance is excess over any other valid and collectible insurance and we will: (i) have the right, but not duty to defend the **insured** against any **claim** to which this insurance applies; and (ii) pay only the amount of **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy which exceed the total amount of such other insurance.

## 23. Reporting Under Multiple Policies

- a. If a **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**, and a **claim** arising out of the same, related, repeated or continuous **pollution incident** is first made against the **insured** and reported to us, in writing, after the expiration of the **policy period** under the terms of a policy of insurance subsequently issued by us or an affiliate of us, then such **claim** will be deemed to have been first made and reported to us on the last day of the **policy period**, provided that:

(1) The **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage, from the time that such **pollution incident** is first reported to us, through the date the **claim** is reported to us; and

(2) The **claim** is covered under the policy of insurance subsequently issued by us or an affiliate of us.

Any such **claim** shall be deemed to arise out of a single **pollution incident** and shall be subject to the terms of this policy including the Each Incident Limit, Coverage Section Aggregate Limit and Policy Aggregate Limit in accordance with SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE of this policy, and no other policy shall respond.

#### 24. Representations

By accepting this policy, you agree that: (a) the statements and information in the Application and other supplemental materials submitted to us are accurate and complete and are material to our underwriting of this policy; (b) such statements and information are representations you made to us; and (c) we have issued this policy in reliance upon your representations.

#### 25. Separation of Insureds

Except with respect to the Limits of Insurance, SECTION III – EXCLUSIONS, 7. Insured Versus Insured, and any rights or duties specifically assigned in this policy to the **first named insured**, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. However, misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **insured** shall not prejudice the interest of coverage for another **insured** under this policy, except where an **insured** is a parent, subsidiary or affiliate of the **first named insured** set forth in the Declarations.

#### 26. Service of Suit

In the event of failure of us to pay any amount claimed to be due hereunder, we, at the request of the **insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.) Inc., 199 Water Street, 24<sup>th</sup> Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this policy of insurance.

#### 27. Transfer of Rights of Recovery Against Others to Us

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing after discovery of a **pollution incident** to impair such rights. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

Any recovery as a result of a subrogation proceeding arising out of the payment of **loss** or any other amounts covered under this policy shall accrue first to us to the extent of our payment under the policy, and then to you to the extent of your deductible. Expenses incurred in such subrogation proceeding shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

## 28. Your Duties in the Event of a Pollution Incident or Claim

- a. You must see to it that we are notified of a **pollution incident** or **claim** to which this insurance may apply, as soon as practicable at the address shown in Item 8. of the Declarations or via email at [envcasclaims@awac.com](mailto:envcasclaims@awac.com). To the extent possible, notice should include:
- (1) How, when and where the **pollution incident** took place;
  - (2) The names and addresses of any injured persons and witnesses;
  - (3) The nature and location of any injury or damage arising out of the **pollution incident**;
  - (4) The specifics of the **claim** and the date it was first asserted against and received by an **insured**; and
  - (5) With respect to **emergency response expense**, the nature and extent of the emergency, the manner in which you or others acting on your behalf responded to the emergency, the amount of **emergency response expense** incurred, and the names and addresses of those persons having knowledge of any of the foregoing. You and any other involved **insured** must send us any technical reports, laboratory data, field notes, expert reports, investigation reports, data collected, invoices, regulatory correspondence or any other documents relating to such **emergency response expense**.
- b. You and any other involved **insured** must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - (2) Authorize us to obtain records and other information relevant to the **claim** or **pollution incident**;
  - (3) Co-operate with us in the investigation of the **pollution incident**, as well as the investigation, settlement or defense of the **claim**;
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply; and
  - (5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.
- c. 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 expense** for which you are entitled to recover under this policy, without our prior consent.
- d. The **insured** must:
- (1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;
  - (2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution or issuance of such bid or contract; and
  - (3) Forward progress reports in connection with any investigation, removal, response or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This clause d. does not apply to any investigation, removal, response or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy.

## SECTION VII – DEFINITIONS

1. **Bodily injury** means physical injury, sickness, building related illness, mental anguish, shock or emotional distress or disease sustained by a person, including death resulting from any of these.
2. **Business income** means:
  - a. Your net profit or loss before income taxes that would have been earned or incurred had there been no **business interruption**;
  - b. Your continuing normal operating and payroll expenses, except for payroll expenses of officers, executives, department managers and employees under contract;
  - c. Costs you are required to pay to rent temporary premises when that portion of the **scheduled location** occupied by you cannot be occupied, loaned, leased or rented. Such costs shall not exceed the fair rental value of such portion of the **scheduled location** that cannot be occupied, loaned, leased or rented; and
  - d. Charges you incur which are the legal obligations of your tenant under the terms of a written lease that would have otherwise been your obligations but for the written lease.
3. **Business interruption** means the necessary suspension of your operations, at a **scheduled location**, but only if such suspension of your operations first commenced during the **policy period**.
4. **Business interruption costs** mean actual loss of **business income** and **extra expense** you incur during the **business interruption period**. **Business interruption costs** will be reduced to the extent that the **insured** can resume operations, in whole or in part, at the **scheduled location**, or by making use of other locations.
5. **Business interruption period** means the period of time that begins the number of hours shown as the “Business Interruption Waiting Period” in Item 3. of the Declarations after the time and date that the **business interruption** first commenced, and ends on the time and date that is the earlier of:
  - a. The time and date that the **insured** resumes normal business operations at the **scheduled location** or at another location;
  - b. The time and date that the **insured**, acting reasonably and with due diligence, should have resumed normal business operations at the **scheduled location** or at another location; and
  - c. The time and date that is three hundred sixty five (365) days after the time and date that the **business interruption** first commenced.
6. **Claim** means a demand by a third party seeking a remedy and alleging liability or responsibility on the part of the **insured**.
7. **Claim expense** means reasonable and necessary fees and expenses authorized by us and incurred in the investigation and defense of a **claim** for **bodily injury**, **property damage** or **environmental damage** to which this insurance applies. **Claim expense** does not include any fees of counsel retained by the **insured** without our written consent or any cost or charge incurred by the **insured** in assisting in the investigation or defense of a **claim**, including salaries or wages of the **insured**'s in-house counsel or other employee.
8. **Clean-up costs** means reasonable and necessary expenses (including **restoration costs** and legal expenses), incurred with our prior written consent, which consent shall not be unreasonably withheld or delayed, to investigate, abate, contain, treat, remove, remediate, monitor or dispose of soil, surface water, groundwater or other contaminated media, but only:
  - a. To the extent required by **environmental law**;

- b. For those costs actually incurred by the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico and Canada for which you are legally liable; or
- c. In the absence of a. or b. above, to the extent recommended by an **environmental professional**.

**Clean-up costs** does not include **emergency response expense** or costs, charges or expenses for goods or services of an **insured** or its parent, subsidiary or affiliate.

- 9. **Conveyance** means only an auto, rolling stock, watercraft or aircraft.
- 10. **Coverage territory** means the United States of America (including its territories and possessions) and Canada.
- 11. **Emergency response expense** means reasonable and necessary expenses incurred by you: (a) on an emergency basis, to remediate a **pollution incident** which is an imminent and substantial threat to human health or the environment; and (b) for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered.
- 12. **Environmental damage** means contamination of the soil, soil vapor, the atmosphere, any watercourse or body of water (including groundwater) or plant or non-human animal life or buildings or other structures that results in **clean-up costs** or **emergency response expense**.
- 13. **Environmental law** means any federal, state, provincial, municipal or other local law, statute, ordinance, rule, guidance document, regulation, administrative order and directive and any amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.
- 14. **Environmental professional** means an individual or entity we approve, in writing, which is qualified to provide professional services.
- 15. **Extra expense** means the reasonable and necessary expenses incurred by you that would not have been incurred had there been no **business interruption**, and are reasonable and necessary to avoid, mitigate or minimize the necessary suspension of your operations, but only to the extent that such expenses reduce the loss of **business income** that would have otherwise been payable as **business interruption costs** had you not incurred such expenses.
- 16. **Insured contract** means that part of any written agreement, that is scheduled as an Insured Contract by endorsement attached to this policy, under which you assume the tort liability of another party to pay compensatory damages for **bodily injury, property damage or environmental damage** to a third person or organization, provided that such written agreement is signed by you prior to the discovery of the **bodily injury, property damage or environmental damage**. For the purpose of this definition, the term "tort liability" means liability that would be imposed by law in the absence of any contract or agreement.
- 17. **Loss** means:
  - a. Monetary judgment, award or settlement of compensatory damages for **bodily injury, property damage or environmental damage** and, where allowable by law, punitive, exemplary or multiple damages, and civil fines, penalties or assessments for **bodily injury or property damage**;
  - b. **Clean-up costs**;
  - c. Monetary judgment, award or settlement of medical monitoring costs and environmental monitoring costs, provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable; and
  - d. **Claim expense**.
- 18. **Microbial matter** means any organism of the kingdom Fungi including spores and mycotoxins released by such organism and *Legionella pneumophila*, whether or not such **microbial matter** is living.

19. **Natural resource damage** means physical injury to or destruction of, 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.
20. **Non-owned location** means a location in the **coverage territory** where waste or recyclable materials generated from work or operations performed by you or on your behalf at a **scheduled location** is treated, stored, processed, recycled or disposed of, provided that:
- The location was not at any time owned, occupied, operated, managed or leased by an **insured** or an affiliate of an **insured**;
  - The location was legally licensed and permitted by the appropriate federal, state or local authority to accept such waste or recyclable materials for such treatment, storage, processing, recycling or disposal at the time such waste or recyclable materials were sent to such location; and
  - The location, or any part thereof, was not subject to a consent order, consent decree or corrective action under **environmental law** or was not listed or proposed to be listed on the federal National Priorities List (NPL) or any equivalent list by a state or local authority prior to the later of: (1) the time waste or recyclable materials were first sent to such location by the **insured** or on their behalf; and (2) the first day of the **policy period**.
21. **Policy period** means the period of time stated in Item 2. of the Declarations. If a location is endorsed onto this policy as a **scheduled location** after the effective date of this policy, the **policy period** for such **scheduled location** commences on the effective date that such location is added by us to this policy. If a **scheduled location** is deleted from this policy, the **policy period** for such location ends on the effective date that such location is removed by us as a **scheduled location**. If the policy is cancelled, the **policy period** ends on the effective date of such cancellation.
22. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, *Legionella pneumophilia*, and **microbial matter**.
23. **Pollution incident** means:
- The discharge, emission, seepage, migration, dispersal, release or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere (including indoor air) or any watercourse or body of water (including groundwater), provided such conditions are not naturally present in the environment in the concentration or amounts discovered;
  - The presence of **microbial matter** on, at or within buildings or structures; or
  - The presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned at a **scheduled location** by parties other than an **insured**, provided that no **insured** had knowledge of such disposal or abandonment.
24. **Possible claim** means a **pollution incident** that first commenced during the **policy period** that you reasonably expect may result in a **claim**.

25. **Property damage** means:

- a. Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property;
- b. Loss of use of tangible property that is not physically injured or destroyed arising out of physical injury to or destruction of other tangible property; and
- c. **Natural resource damage.**

**Property damage** does not include **environmental damage**.

26. **Responsible manager** means an officer or director of an **insured**, or a manager or supervisor of an **insured** that is responsible, in whole or in part, for environmental, health or safety affairs or compliance, or an employee of an **insured** authorized by an **insured** to give or receive notice of a **pollution incident** or **claim**.
27. **Restoration costs** means reasonable and necessary expenses incurred by you, with our prior written consent, to repair or replace real or personal property that was damaged during the course and as a result of performing clean-up activities following a **pollution incident** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property. If repair or replacement results in kind or quality exceeding that of the real or personal property before it was damaged, whether at your option or not, we will not pay for the amount of the betterment.
28. **Retroactive date** means the date entered in Item 7. of the Declarations.
29. **Scheduled location** means the location(s) entered in Item 5. of the Declarations.
30. **Transportation** means the movement of goods, products, merchandise, supplies, waste or recyclable materials in a **conveyance** by the **insured** or a third party carrier properly licensed to transport such goods, products, merchandise, supplies, waste or recyclable materials from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement of goods, products, merchandise, supplies, waste or recyclable materials into, onto or from a **conveyance**.
31. **Underground storage tank** means any tank that has or had at least ten (10) percent of its volume below ground including associated piping connected to the tank. Underground storage tank does not include a storage tank situated in an underground structure (such as a basement, cellar, mine shaft or tunnel) if such storage tank is situated upon or above the surface of the floor and the entire surface area of the tank can be visually inspected.
32. **Your product** means any goods or products (other than real property) manufactured, sold, handled, distributed or disposed by: (a) an **insured**; (b) others trading under an **insured**'s name; or (c) a person or organization whose business or assets an **insured** has acquired; and containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and the providing of or failure to provide warnings or instructions.