

**AUTHORIZING AGREEMENTS FOR AVIATION AND STORAGE TANK LIABILITY INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2023, THROUGH JANUARY 1, 2024, IN THE AMOUNT OF \$38,377.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City's corporate authorities find that approving the bid proposals for the City's insurance coverage for January 1, 2023 through January 1, 2024 attached hereto and incorporated herein as Group Exhibit A is in the City's best interests for the promotion of the public health, morals and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities authorize, approve, direct, and ratify the City Manager to negotiate and execute agreements, in forms acceptable to the City Manager, with Crum-Halsted Agency for the 2023 Insurance Bids for the City's Aviation and Storage Tank Liability insurance coverages and services, effective January 1, 2023 – January 1, 2024, in the total amount of \$38,377, as follows:

Coverage Parts	Premium
Aviation Policy	\$29,500
Storage Tank Liability Policy	\$ 8,877
<b>Total Annual Premium</b>	<b>\$38,377</b>

**SECTION 2:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 23<sup>rd</sup> day of January 2023 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

# GLOBAL AEROSPACE



## Claims Service: Delivering on Our Promise

At Global Aerospace, how we handle your claim is one way we can make the greatest difference to you. Our claims philosophy is to work closely with our customers to resolve claims promptly and efficiently. We never forget that we are judged by how well we respond to our customers' needs. Our reputation reflects our strong commitment to this responsibility.

Your insurance agent or broker can assist you with prompt reporting of all claims to expedite quick settlement and assure proper protection of your interests.

Global Aerospace maintains regional offices across the country and our seasoned claims professionals have a unique blend of aviation and insurance knowledge. In event of a loss, our expert advice and assistance will be immediately available to expedite repairs to damaged aircraft and to advise regarding any legal liability. Global Aerospace claims staff has the expertise, experience and authority to handle your claim.

Your insurance agent or broker and the Global Aerospace should be notified immediately of the full details of any loss:

**For Claims Service Contact:**

Global Aerospace, Inc.  
115 Tabor Road  
Suite 3A  
Morris Plains, New Jersey 07950

Phone: 888-228-2281  
Fax: 913-327-7041  
e-mail: [usclaims@global-aero.com](mailto:usclaims@global-aero.com)

This notice is provided to assist you in reporting a claim. It is not part of your policy, and neither this notice nor prompt reporting guarantees coverage or compliance with the terms and conditions of your policy. You are therefore urged to read your entire policy, and consult with your agent or broker for a full explanation of coverage.

# GLOBAL AEROSPACE



## Privacy Statement

Global Aerospace, Inc. is the underwriter of your aircraft insurance policy.

A new federal law requires financial services companies, such as banks and insurance companies, to provide their customers with a written statement explaining how their personal information is collected and used.

Your privacy has always been important to Global Aerospace. For that reason we do not sell or share your personal information to any other organization for marketing purposes.

Thank you for choosing Global Aerospace as your provider of aircraft insurance. We appreciate your business, and will continue to protect your privacy and the confidentiality of your information.

Global Aerospace Inc. appreciates the trust you placed in us when you asked us to underwrite your aircraft insurance. We are committed to protecting your private personal information. Global Aerospace does not sell your personal information to other companies.

### Information We Have About You

We collect personal information about you from several sources:

- Information we receive from you or your insurance broker or agent on applications or other forms, and
- Information about your transactions with us, such as your payment and claims history.

### How We Protect Your Personal Information

We treat your personal information with respect for your privacy. We do not disclose your personal information (whether you are a current or former customer) to anyone, except as permitted by law. Examples of circumstances when we are permitted by law to share your personal information are:

- We may share your information with our affiliated companies – the other companies that make up the Global Aerospace group, and
- We may also disclose your personal information to companies that perform services on our behalf – such as a claim adjusting company that may contact to you if you have filed a claim.

### Questions

If you have any questions about our privacy practices and procedures, please do not hesitate to call us at 1-973-490-8500.

# **AVIATION GROUND OPERATIONS LIABILITY INSURANCE**

THROUGH

**GLOBAL AEROSPACE, INC.**

HOME OFFICE: 115 TABOR ROAD, SUITE 3A  
MORRIS PLAINS, NJ 07950

BRANCH OFFICE: 311 S. Wacker Drive  
Suite 2525  
Chicago, IL 60606  
(312) 429-3170

FOR

**CITY OF DEKALB**

ARRANGED BY:

**STERLING AVIATION MARKETS, INC.**  
P.O. BOX 13471  
CHICAGO, IL 60613

## **GUIDE TO THE PROVISIONS OF YOUR POLICY**

This guide has been prepared to help you in reading your policy. It is not a part of the policy nor does it make reference to all the provisions which might affect your insurance. You are therefore urged to read the entire policy carefully.

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# AVIATION GROUND OPERATIONS LIABILITY INSURANCE POLICY

**POLICY NUMBER:**  
**9030927**

## DECLARATIONS

The insurance afforded by this policy is provided by separate insurers described below and hereinafter referred to as "we", "us" or "our." The liability of these insurers is several and not joint and is specifically set out below.

THE INSURERS			
American Alternative Insurance Corporation	Wilmington, Delaware	59.24%	
American Commerce Insurance Company	Columbus, Ohio	10.00%	
National Indemnity Company	Omaha, Nebraska	18.39%	
Tokio Marine America Insurance Company	New York, New York	12.37%	

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

**CITY OF DEKALB**

164 E. LINCOLN HWY.  
DEKALB, IL 60115

**Item 2. Policy Period:**

From: January 01, 2023

To: January 01, 2024

At 12:01 AM local time at your mailing address shown under Item 1.

**DECLARATIONS OF POLICY NUMBER 9030927 (Continued)**

**Item 3.** In return for payment of the premium and subject to all of the terms of the policy, we agree with you to provide the insurance as stated in this policy.

**LIMITS OF INSURANCE**

Each Occurrence Limit	\$20,000,000
Damage to Premises Rented to You Limit	\$250,000
Medical Expense Limit (Any One Person)	\$5,000
Personal and Advertising Injury Aggregate Limit	\$20,000,000
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	Not Applicable
Products-Completed Operations Aggregate Limit	\$20,000,000
Hangarkeepers' Each Accident Limit	\$20,000,000
Hangarkeepers' Each Aircraft Limit	\$20,000,000

Deductibles, if any, will be described in an endorsement entitled DEDUCTIBLES.

**Item 4.** Location of aviation premises you own, rent, or occupy:

Aviation premises at KDKB airport.

**Item 5.** Form of Business:      Other Organization

**Item 6.** Policy Premium:

Total Premium at Inception: \$27,500

IL Surcharge:                      \$0

**DECLARATIONS OF POLICY NUMBER 9030927 (Continued)**

Endorsements forming a part of this policy on its effective date:

AGLE041

AGLA029

AGLC025

AGLD004

AGLS008

IN WITNESS WHEREOF, we have caused this policy to be executed on our behalf by Global Aerospace, Inc., but this policy shall not be valid unless signed by a duly authorized representative of Global Aerospace, Inc.



Anthony R. Moschetta, Secretary  
Global Aerospace, Inc.



Jeffrey S. Bruno, President  
Global Aerospace, Inc.



For Global Aerospace, Inc.

Countersignature (Where Required)

AGLD (April 1, 2015)

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the insurers shown in the Declarations, providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED**.

Other words and phrases that appear in *bold italicized* type have special meaning. Refer to **SECTION VI - DEFINITIONS**.

## **SECTION I - COVERAGES**

### **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **1. Insuring Agreement.**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of *bodily injury* or *property damage* to which this insurance applies resulting from the *ground operations hazard* or the *products-completed operations hazard*. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages for *bodily injury* or *property damage* to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any *occurrence* and settle any claim or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION IV - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D**.

- (b) This insurance applies to *bodily injury* and *property damage* only if:

- (1) The *bodily injury* or *property damage* is caused by an *occurrence* that arises out of your aviation business and takes place in the *coverage territory*,
- (2) The *bodily injury* or *property damage* occurs during the policy period, and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an *occurrence*, claim or *suit*, knew that the *bodily injury* or *property damage* had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the *bodily injury* or *property damage* occurred, then any continuation, change or resumption of such *bodily injury* or *property damage* during or after the policy period will be deemed to have been known prior to the policy period.

- (c) *Bodily injury* or *property damage* which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an *occurrence*, claim or *suit*, includes any continuation, change or resumption of that *bodily injury* or *property damage* after the end of the policy period.

- (d) *Bodily injury* or *property damage* will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an *occurrence*, claim or *suit*:

- (1) Reports all, or any part, of the *bodily injury* or *property damage* to us or any other insurer;

## SECTION I (Continued)

- (2) Receives a written or verbal demand or claim or *suit* for damages because of the *bodily injury* or *property damage*; or
- (3) Becomes aware by any other means that *bodily injury* or *property damage* has occurred or has begun to occur.
- (e) Damages because of *bodily injury* include damages claimed by any person or organization for care, loss of services or death resulting at any time from the *bodily injury*.

### 2. Exclusions.

In addition to the exclusions contained in **SECTION II - GENERAL POLICY EXCLUSIONS**, this insurance does not apply to:

#### (a) EXPECTED OR INTENDED INJURY

*Bodily injury* or *property damage* expected or intended from the standpoint of the insured. This exclusion (a) does not apply to *bodily injury* or *property damage* resulting from the use of reasonable force to protect persons or property.

#### (b) CONTRACTUAL LIABILITY

*Bodily injury* or *property damage* for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion (b) does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an *insured contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the *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 damages because of *bodily injury* or *property damage*, provided:
  - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same *insured contract*; and
  - b. 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.

#### (c) LIQUOR LIABILITY

*Bodily injury* or *property damage* for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the *occurrence* which caused the *bodily injury* or *property damage*, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

## SECTION I (Continued)

### (d) WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### (e) EMPLOYER'S LIABILITY

**Bodily injury** to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above.

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

This exclusion (e) does not apply to liability assumed by the insured under an **insured contract** provided the **bodily injury** occurs subsequent to the execution of the **insured contract**.

### (f) CONTESTS OR EXHIBITIONS

The conduct of any contest or exhibition permitted, sponsored or participated in by any insured other than static displays in public access areas.

### (g) AUTO OR WATERCRAFT

**Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion (g) applies even if the claims against any insured allege negligence or other wrongdoing in the hiring, employment, supervision, training, monitoring, or warning of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion (g) does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - a. Less than 26 feet long; and
  - b. Not being used to carry persons or property for a charge;
- (3) Liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft;
- (4) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
- (5) The operation of any of the machinery or equipment listed in Paragraph (f)(2) or (f)(3) of the definition of **mobile equipment**;
- (6) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (7) An **auto** an insured operates while on airport or heliport premises, excluding public roadways and public parking areas; or
- (8) An **auto** an insured operates on public roadways or public parking areas while:
  - a. Responding to an aviation emergency;
  - b. Responding to a non-aviation emergency in connection with a mutual support agreement;

## SECTION I (Continued)

- c. Restocking a tank or container that is attached to, or part of, the *auto* and designed to carry materials to be dispensed on airport or heliport premises you own or rent; or
- d. Obtaining maintenance or service for such *auto*,  
provided such *auto* is otherwise maintained for use solely on airport or heliport premises you own or rent, excluding public roadways and public parking areas.

### (h) MOBILE EQUIPMENT

***Bodily injury or property damage*** arising out of:

- (1) The transportation of *mobile equipment* by an *auto* owned or operated by or rented or loaned to any insured; or
- (2) The use of *mobile equipment* in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

### (i) GRANDSTANDS, POOLS AND LODGING ACCOMMODATIONS

***Bodily injury or property damage*** arising out of the ownership, maintenance or use of:

- (1) Grandstands, bleachers or observation platforms other than observation decks or promenades that are part of permanent structures;
- (2) Swimming pools; or
- (3) Lodging accommodations for the general public.

### (j) DAMAGE TO PROPERTY

***Property damage*** to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, 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;
- (2) Premises you sell, give away or abandon, if the *property damage* arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property, other than aircraft, in the care, custody or control of the insured;
- (5) Aircraft:
  - a. In the care, custody or control of the insured; or
  - b. While being serviced by the insured;
- (6) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the *property damage* arises out of those operations; or
- (7) That particular part of any property that must be restored, repaired or replaced because *your work* was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion (j) do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION IV – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion (j) does not apply if the premises are *your work* and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5), (6) and (7) of this exclusion (j) do not apply to liability assumed under a sidetrack agreement.

## SECTION I (Continued)

Paragraph (7) of this exclusion (j) does not apply to *property damage* included in the *products-completed operations hazard*.

### (k) DAMAGE TO YOUR PRODUCT

*Property damage to your product* arising out of it or any part of it.

### (l) DAMAGE TO YOUR WORK

*Property damage to your work* arising out of it or any part of it and included in the *products-completed operations hazard*. This exclusion (l) does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

### (m) DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

*Property damage to impaired property* or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in *your product* or *your work*; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion (m) does not apply to the loss of use of other property arising out of sudden and accidental physical injury to *your product* or *your work* after it has been put to its intended use.

### (n) RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) *Your product*;
- (2) *Your work*; or
- (3) *Impaired property*

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### (o) PERSONAL AND ADVERTISING INJURY

*Bodily injury* arising out of *personal and advertising injury*.

### (p) RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

*Bodily injury* or *property damage* arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

Exclusions (c) through (p) do not apply to damage by fire to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION IV - LIMITS OF INSURANCE**.

SECTION I (Continued)

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement.**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of *personal and advertising injury* to which this insurance applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages for *personal and advertising injury* to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any offense and settle any claim or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION IV - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D.**

- (b) This insurance applies to *personal and advertising injury* caused by an offense arising out of your aviation business, but only if the offense was committed in the *coverage territory* and during the policy period.

**2. Exclusions.**

In addition to the exclusions contained in **SECTION II - GENERAL POLICY EXCLUSIONS**, this insurance does not apply to:

- (a) **KNOWING VIOLATION OF RIGHTS OF ANOTHER**

*Personal and advertising injury* caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict *personal and advertising injury*.

- (b) **MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY**

*Personal and advertising injury* arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- (c) **MATERIAL PUBLISHED PRIOR TO POLICY PERIOD**

*Personal and advertising injury* arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- (d) **CRIMINAL ACTS**

*Personal and advertising injury* arising out of a criminal act committed by or at the direction of the insured.

- (e) **CONTRACTUAL LIABILITY**

*Personal and advertising injury* for which the insured has assumed liability in a contract or agreement. This exclusion (e) does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- (f) **BREACH OF CONTRACT**

*Personal and advertising injury* arising out of a breach of contract, except an implied contract to use another's advertising idea in your *advertisement*.

- (g) **QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS**

*Personal and advertising injury* arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your *advertisement*.

SECTION I (Continued)

(h) WRONG DESCRIPTION OF PRICES

*Personal and advertising injury* arising out of the wrong description of the price of goods, products or services stated in your *advertisement*.

(i) INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

*Personal and advertising injury* arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. This exclusion (i) does not apply to infringement, in your *advertisement*, of copyright, trade dress or slogan.

(j) INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

*Personal and advertising injury* committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

This exclusion (j) does not apply to Paragraphs (a), (b) and (c) of the definition of *personal and advertising injury*.

For the purposes of this exclusion (j), the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(k) ELECTRONIC CHATROOMS OR BULLETIN BOARDS

*Personal and advertising injury* arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(l) UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

*Personal and advertising injury* arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(m) RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

*Personal and advertising injury* arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

SECTION I (Continued)

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement.**

- (a) We will pay medical expenses as described below for *bodily injury* caused by an accident because of your aviation operations, provided that:
  - (1) The accident takes place in the *coverage territory* and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions.**

In addition to the exclusions contained in **SECTION II - GENERAL POLICY EXCLUSIONS**, we will not pay expenses for *bodily injury*:

- (a) ANY INSURED  
To any insured, except *volunteer workers*.
- (b) HIRED PERSON  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- (c) INJURY ON NORMALLY OCCUPIED PREMISES  
To a person injured on that part of premises you own or rent that the person normally occupies.
- (d) WORKERS COMPENSATION AND SIMILAR LAWS  
To a person, whether or not an employee of any insured, if benefits for the *bodily injury* are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- (e) ATHLETICS ACTIVITIES  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- (f) PRODUCTS-COMPLETED OPERATIONS HAZARD  
Included within the *products-completed operations hazard*.
- (g) COVERAGE A EXCLUSIONS  
Excluded under Coverage A.

## SECTION I (Continued)

### COVERAGE D - HANGARKEEPERS' LIABILITY

#### 1. Insuring Agreement.

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of direct and accidental loss of or physical injury to *aircraft*:

- (i) In the care, custody or control of the insured; or
- (ii) While being serviced by the insured,

including any resulting loss of use. All such loss of use shall be deemed to occur at the time of the direct and accidental loss of or physical injury to *aircraft* that caused the loss of use. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages for loss of or physical injury to *aircraft* to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any loss of or physical injury to *aircraft* that occurs and settle any claim or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION IV - LIMITS OF INSURANCE**;
- (2) This insurance is subject to the Deductibles endorsement, if any, unless physical injury results from fire or explosion; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D**.

- (b) This insurance applies to loss of or physical injury to *aircraft* but only if such loss or physical injury occurs in the *coverage territory* and during the policy period.

#### 2. Exclusions.

In addition to the exclusions contained in **SECTION II - GENERAL POLICY EXCLUSIONS**, this insurance does not apply to:

##### (a) CONTRACTUAL LIABILITY

The insured's liability under any contract or agreement to be responsible for loss of or physical injury to *aircraft*. This exclusion (a) does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

##### (b) OWNED, RENTED OR MANAGED AIRCRAFT

Loss of or physical injury to *aircraft*:

- (1) Owned in whole or in part by or registered in the name of any insured;
- (2) Rented, leased or loaned to any insured; or
- (3) That is the subject of a management agreement with any insured.

##### (c) THEFT OR CONVERSION

Loss of or physical injury to *aircraft* due to theft or conversion caused in any way by you, your employees or by your shareholders.

##### (d) YOUR WORK

Loss of or physical injury to *your work* arising out of it or any part of it.

##### (e) AIRCRAFT IN FLIGHT

Loss of or physical injury to *aircraft* while in *flight*.

SECTION I (Continued)

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D**

1. We will pay, with respect to any claim we investigate or settle, or any *suit* against an insured we defend:
  - (a) All expenses we incur.
  - (b) Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - (c) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *suit*, including actual loss of earnings up to \$500 a day because of time off from work.
  - (e) All costs taxed against the insured in the *suit*.
  - (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a *suit* and an indemnitee of the insured is also named as a party to the *suit*, we will defend that indemnitee if all of the following conditions are met:
  - (a) The *suit* against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an *insured contract*;
  - (b) This insurance applies to such liability assumed by the insured;
  - (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same *insured contract*;
  - (d) The allegations in the *suit* and the information we know about the *occurrence* are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such *suit* and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - (f) The indemnitee:
    - (1) Agrees in writing to:
      - a. Cooperate with Global Aerospace, Inc. in the investigation, settlement or defense of the *suit*;
      - b. Immediately send copies of any demands, notices, summonses or legal papers received in connection with the *suit* to Global Aerospace, Inc., Attention: General Aviation Claims at 115 Tabor Road, Suite 3A, Morris Plains, NJ 07950
      - c. Notify any other insurer whose coverage is available to the indemnitee; and
      - d. Cooperate with Global Aerospace, Inc. with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides Global Aerospace, Inc. with written authorization to:
      - a. Obtain records and other information related to the *suit*; and
      - b. Conduct and control the defense of the indemnitee in such *suit*.

## SECTION I (Continued)

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph (2) of Exclusion (b) CONTRACTUAL LIABILITY applicable to Coverage A, such payments will not be deemed to be damages for *bodily injury* and *property damage* and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph (f) above, are no longer met.

## SECTION II – GENERAL POLICY EXCLUSIONS

Other provisions of this policy may limit or exclude insurance coverage. You are therefore urged to read the entire policy carefully.

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

### 1. WAR, HI-JACKING AND OTHER PERILS

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew *in flight* (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the insured.

Furthermore, this policy does not cover claims or *suits* arising while the aircraft is outside the control of the insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the insured on the safe return of the aircraft to the insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

### 2. ELECTRONIC DATE RECOGNITION

- (a) The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:
  - (1) The change of year from 1999 to 2000; or
  - (2) The change of date from August 21, 1999 to August 22, 1999;By any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any insured or of others; or
- (b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by any insured or for any insured or by any third party to determine, rectify or test for any potential or actual problems described in Paragraph (a) above.

### 3. NUCLEAR RISKS

- (a) Injury or damage:
  - (1) With respect to which the insured under this policy is also an insured under any:
    - a. Nuclear energy liability policy; or
    - b. Other policy that affords insurance equivalent to that described in Paragraphs (i) and (ii) below.
  - (2) Resulting from the hazards described in Paragraphs (b), (c) and (d) below with respect to which:
    - a. Any person or organization is required to maintain financial protection pursuant to legislation in any country; or

## SECTION II – GENERAL POLICY EXCLUSIONS

- b. The insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof;
- (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) The radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto; or
- (d) Ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

This exclusion 3 is subject to the following:

- (i) Any such radioactive material or other radioactive source referred to in Paragraphs (c) and (d) above shall not include:
- Depleted uranium and natural uranium in any form;
  - Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (ii) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of the preceding paragraph shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:
- In the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - This policy shall only apply to an incident happening during the period of this policy and where any claim by the insured against us or by any claimant against the insured arising out of such incident shall have been made within three years after the date thereof;
  - In the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>	<u>Maximum permissible level of non-fixed radioactive surface contamination</u>
<u>(IAEA Health and Safety Regulations)</u>	<u>(Averaged over 300cm<sup>2</sup>)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- d. We may cancel coverage afforded hereby by mailing or delivering to the first Named Insured written notice of cancellation at least 7 days before the effective date of cancellation.

## SECTION II (Continued)

### 4. ASBESTOS

- (a) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (b) Any obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion 4 shall not apply to any claim or *suit* caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in *flight* emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of:

- (i) Any claim or *suit* excluded under Paragraphs (a) or (b) above; or
- (ii) Any such obligation, request, demand, order, or statutory or regulatory requirement described in Paragraph (b) above.

### 5. NOISE, POLLUTION AND OTHER PERILS

- (a) Noise (whether audible to the human ear or not) or vibration, sonic boom, and any phenomena associated therewith;
- (b) Pollution and contamination of any kind whatsoever;
- (c) Electrical and electromagnetic interference; or
- (d) Interference with the use of property,

unless caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in *flight* emergency causing abnormal aircraft operation.

As respects liability arising out of the *products-completed operations hazard*, Paragraph (b) above does not apply to pollution and contamination of *your product*.

Nothing in this exclusion 5 shall override any radioactive contamination or other exclusion clause attached to and forming part of this policy.

### 6. EMPLOYMENT RELATED PRACTICES

Any employment-related practice, termination of any person's employment, or refusal to employ any person; or any injury to any other person resulting from any such practice, termination, or refusal.

This exclusion 6 applies:

- (1) Whether the injury takes place before, during or after a person's employment;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of injury.

### 7. TRADE OR ECONOMIC SANCTIONS AND CONFORMITY WITH LAW

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations, including but not limited to those administered and enforced by the Office of Foreign Asset Control of the United States Treasury Department, prohibit the Company from providing insurance or paying claims. If the provisions of this policy are in conflict with any other laws or regulations in force in any jurisdiction where this policy is in effect, this policy will conform to those laws or regulations.

### SECTION III – WHO IS AN INSURED

The following are insureds as respects your aviation business:

1. If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your *executive officers* and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- (a) Your *volunteer workers* only while performing duties related to the conduct of your business, or your employees other than either your *executive officers* (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you. However, none of these employees or *volunteer workers* are insureds for:

(1) *Bodily injury or personal and advertising injury:*

- a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-employee while in the course of his or her employment, or to your other *volunteer workers* while performing duties related to the conduct of your business;
- b. To the spouse, child, parent, brother or sister of that co-employee or *volunteer worker* as a consequence of Paragraph (1) a. above;
- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) a. or b. above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

(2) *Property damage* under Coverage A to property:

- a. Owned, occupied or used by,
- b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your employees, any *volunteer workers*, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (b) Any person (other than your employee or *volunteer worker*) or any organization while acting as your real estate manager.
- (c) Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- (d) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

### SECTION III (Continued)

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (b) Coverage A does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
  - (c) Coverage B does not apply to *personal and advertising injury* arising out of an offense committed before you acquired or formed the organization;
  - (d) Coverage C does not apply to medical expenses arising out of *bodily injury* that occurred before you acquired or formed the organization; and
  - (e) Coverage D does not apply to loss of or physical injury to *aircraft* that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## SECTION IV – LIMITS OF INSURANCE

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 made or *suits* brought;
  - (c) Persons or organizations making claims or bringing *suits*; or
  - (d) *Aircraft* to which Coverage D applies.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - (a) Damages under Coverage A, except damages because of *bodily injury* or *property damage* included in the *products-completed operations hazard*;
  - (b) Damages under Coverage B; and
  - (c) Medical expenses under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of *bodily injury* and *property damage* included in the *products-completed operations hazard*.
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Aggregate Limit is the most we will pay under Coverage B for the sum of all damages because of all *personal and advertising injury*.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - (a) Damages under Coverage A; and
  - (b) Medical expenses under Coverage Cbecause of all *bodily injury* and *property damage* arising out of any one *occurrence*.
6. Subject to Paragraph 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for damages because of *property damage* to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of *bodily injury* sustained by any one person.
8. The Hangarkeepers' Each Accident Limit is the most we will pay for the sum of damages under Coverage D because of direct and accidental loss of or physical injury to one or more *aircraft* resulting from any one accident.
9. Subject to Paragraph 8. above, the Hangarkeepers' Each Aircraft Limit is the most we will pay for the sum of damages under Coverage D because of direct and accidental loss of or physical injury to any one *aircraft* resulting from any one accident.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION V – POLICY CONDITIONS

This policy is subject to the following conditions:

1. **Conformity With Law.**

If the terms of this policy are in conflict with or inconsistent with the laws of any jurisdiction where this policy is in effect, this policy will conform to those laws.

2. **Titles of Paragraphs.**

The titles of the various paragraphs of this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

3. **Representations.**

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us; and
- (c) We have issued this policy in reliance upon your representations.

4. **Premiums.**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

5. **Changes.**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued on our behalf by Global Aerospace, Inc. and made a part of this policy.

6. **Cancellation.**

- (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (f) If notice is mailed, proof of mailing will be sufficient proof of notice.

7. **Transfer of Your Rights and Duties Under This Policy.**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## SECTION V (Continued)

### 8. Bankruptcy.

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

### 9. 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 all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. Each of the insurers shown in the Declarations appoints Global Aerospace, Inc., as duly authorized agent for service of process. Service of process shall be made upon Global Aerospace, Inc., Attention: General Counsel at 115 Tabor Road, Suite 3A, Morris Plains, NJ 07950. However, service upon Global Aerospace, Inc. does not constitute a waiver of any rights to commence an action in any court of competent jurisdiction or to seek a transfer to another court or venue as permitted by law.

### 10. 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 loss to impair them. At our request, the insured will bring *suit* or transfer those rights to us and help us enforce them.

### 11. Separation of Insureds.

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each insured against whom claim is made or *suit* is brought.

### 12. Duties in the Event of Occurrence, Offense, Loss of or Physical Injury to Aircraft, Claim or Suit.

- (a) You must see to it that Global Aerospace, Inc., Attention: General Aviation Claims at the US Home Office or Regional Office address set out on the cover page of this policy is notified as soon as practicable of an *occurrence*, offense or loss of or physical injury to *aircraft* that may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the *occurrence*, offense or loss of or physical injury to *aircraft* took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the *occurrence*, offense or loss of or physical injury to *aircraft*.

- (b) If a claim is made or *suit* is brought against any insured, you and any other involved insured must immediately:

- (1) Record the specifics of the claim or *suit* and the date received; and
- (2) Send copies of any demands, notices, summonses or legal papers received in connection with the claim or *suit* to Global Aerospace, Inc., Attention: General Aviation Claims at the US Home Office or Regional Office address set out on the cover page of this policy.

- (c) You and any other involved insured must:

- (1) Authorize Global Aerospace, Inc. to obtain records and other information;
- (2) Cooperate with Global Aerospace, Inc. in the investigation or settlement of the claim or defense against the *suit*; and

## SECTION V (Continued)

(3) Assist Global Aerospace, Inc., upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

(d) No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of Global Aerospace, Inc.

### 13. Inspections and Surveys.

(a) We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) 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. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

(c) Paragraphs (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

(d) Paragraph (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### 14. Examination of Your Books and Records.

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### 15. Premium Audit.

(a) We will compute all premiums for this policy in accordance with our rules and rates.

(b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

(c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

### 16. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

This insurance is primary except when Paragraph (b) below applies. If this insurance is primary, 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 (c) below.

## SECTION V (Continued)

### (b) Excess Insurance

#### (1) This insurance is excess over:

- a. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for *your work*;
  - (ii) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for *property damage* to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of *autos* or watercraft to the extent not subject to Exclusion (g) AUTO OR WATERCRAFT applicable to Coverage A; or
- b. Any other primary insurance available to you, covering liability for damages to which this policy applies, for which you have been added as an insured.

(2) When this insurance is excess, we will have no duty under Coverage A, B or D to defend the insured against any *suit* if any other insurer has a duty to defend the insured against that *suit*. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

### (c) 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.

## SECTION VI - DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - (b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Aircraft** means aircraft or the components thereof.
3. **Auto** means:
  - (a) A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - (b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, *auto* does not include *mobile equipment*.
4. **Bodily injury** means physical injury, sickness, disease or mental anguish sustained by a person, including death resulting from any of these at any time.
5. **Coverage territory** means:
  - (a) The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - (b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph (a) above; or
  - (c) All other parts of the world if the injury or damage arises out of:
    - (1) *Your product or your work* made, sold or performed in the territory described in Paragraph (a) above;
    - (2) The activities of a person whose home is in the territory described in Paragraph (a) above, but who is away for a short time on your aviation business; or
    - (3) *Personal and advertising injury* offenses that take place through the Internet or similar electronic means of communicationprovided the insured's responsibility to pay damages is determined in a *suit* on the merits, in the territory described in Paragraph (a) above or in a settlement we agree to.
6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **Flight** means:
  - (a) As respects any aircraft other than a glider without self-launch capability or lighter-than-air aircraft, the time commencing with the application of power for takeoff and continuing until (1) the completion of the decelerating run after touching down or (2) touching down in the case of a vertically landed aircraft;
  - (b) As respects a glider without self-launch capability, the time commencing with the application of power for takeoff to the tow aircraft and continuing until the glider comes to rest after landing; and
  - (c) As respects a lighter-than-air aircraft, the time commencing with the release of moorings and continuing until the application of moorings.
8. **Ground operations hazard** includes all operations conducted by you or on your behalf at or from the premises described in this policy, except operations:
  - (a) Included within the *products-completed operations hazard*; or
  - (b) Related to:

## SECTION VI (Continued)

- (1) Any aircraft that is:
  - a. In *flight*;
  - b. Owned in whole or in part by or registered in the name of any insured;
  - c. Rented, leased or loaned to or hired by any insured; or
  - d. The subject of a management agreement with any insured;
- (2) The hiring, employment, supervision, training, monitoring, warning or failure to do any of these, of any pilot or crew member on board any aircraft described in Paragraph (1) above; or
- (3) Aircraft traffic control operations other than the direction of aircraft movement on an aircraft parking area you own or lease.

Paragraphs (b) (1) a. and (b) (3) above shall not apply to you with respect to the operation of a control tower by the Federal Aviation Administration.

9. ***Impaired property*** means tangible property, other than *your product* or *your work*, that cannot be used or is less useful because:

- (a) It incorporates *your product* or *your work* that is known or thought to be defective, deficient, inadequate or dangerous; or
- (b) You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of *your product* or *your work* or your fulfilling the terms of the contract or agreement.

10. ***Insured contract*** means:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an ***insured contract***;
- (b) A sidetrack agreement;
- (c) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (d) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (e) An elevator maintenance agreement; or
- (f) That part of any other contract or agreement pertaining to your aviation business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for ***bodily injury*** or ***property damage*** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (f) does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for ***bodily injury*** or ***property damage*** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

SECTION VI (Continued)

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

11. **Loading or unloading** means the handling of property:

- (a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or *auto*;
- (b) While it is in or on an aircraft, watercraft or *auto*; or
- (c) While it is being moved from an aircraft, watercraft or *auto* to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or *auto*.

12. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (b) Vehicles maintained for use solely on or next to airport or heliport premises you own or rent. However, this shall not preclude use of such vehicles off such premises while:
  - (1) Responding to an aviation emergency;
  - (2) Responding to a non-aviation emergency in connection with a mutual support agreement;
  - (3) Restocking a tank or container that is attached to, or part of, the vehicle and designed to carry materials to be dispensed on such premises; or
  - (4) Obtaining maintenance or service for such vehicle;
- (c) Vehicles that travel on crawler treads;
- (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in Paragraph (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in Paragraph (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
  - a. Snow removal;
  - b. Road maintenance, but not construction or resurfacing; or
  - c. Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

## SECTION VI (Continued)

However, *mobile equipment* does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered *autos*.

13. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **Personal and advertising injury** means injury, including consequential *bodily injury*, arising out of one or more of the following offenses:
  - (a) False arrest, detention or imprisonment;
  - (b) Malicious prosecution;
  - (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - (d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - (e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - (f) The use of another's advertising idea in your *advertisement*;
  - (g) Infringing upon another's copyright, trade dress or slogan in your *advertisement*; or
  - (h) Misdirection of a person to an aircraft or other conveyance.
15. **Products-completed operations hazard**:
  - (a) Includes all *bodily injury* and *property damage* occurring away from premises you own or rent and arising out of *your product* or *your work* except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, *your work* will be deemed completed at the earliest of the following times:
      - a. When all of the work called for in your contract has been completed.
      - b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - (b) Does not include *bodily injury* or *property damage* arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the *loading or unloading* of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Any aircraft:
      - a. Owned in whole or in part by or registered in the name of any insured;
      - b. Rented, leased or loaned to or hired by any insured; or
      - c. That is the subject of a management agreement with any insured.

SECTION VI (Continued)

16. **Property damage** means:

- (a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

17. **Suit** means a civil proceeding in which damages because of *bodily injury, property damage, personal and advertising injury*, or loss of or physical injury to *aircraft* to which this insurance applies are alleged. **Suit** includes:

- (a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

18. **Volunteer worker** means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

19. **Your product:**

(a) Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. You;
  - b. Others trading under your name; or
  - c. A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

(b) Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your product*; and
- (2) The providing of or failure to provide warnings or instructions.

(c) Does not include vending machines or other property rented to or located for the use of others but not sold.

20. **Your work:**

(a) Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

(b) Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your work*; and
- (2) The providing of or failure to provide warnings or instructions.

## ELECTRONIC DATA EVENT LIABILITY EXCLUSION

It is agreed that in addition to all other exclusions contained in the policy or its endorsements, the insurance afforded by this policy does not apply to:

- (1) Any injury that is solely mental injury, mental anguish, shock or fright, in any form, caused by:
  - (a) a delay in, cancellation of or failure to provide air transportation or associated services; or
  - (b) unauthorized access to or use of confidential, proprietary or personal information of a person or organization;  
or
- (2) *Property damage to electronic data*

arising out of a *data event* unless resulting from a crash, fire explosion, collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used in this endorsement:

**Data event** means any access to, inability to access, inability to properly manipulate, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of *electronic data*.

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 1, 2023

Endorsement Premium: Included

Attached to and made part of Policy No.: 9030927

Issued to: CITY OF DEKALB

Global Aerospace, Inc.

BY: 

AGLE041 (May 1, 2020)

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Endorsement No. 1

Page 1 of 1

## DEDUCTIBLES

This endorsement modifies insurance provided under Coverages A, B and D.

1. Our obligation under Coverage A, B or D to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in the Schedule below as applicable to such coverages.
2. The deductible amounts stated in the Schedule below apply as follows:

- (a) Under Coverage A, if the deductible you have selected is on a "per claim" basis, that deductible amount applies as follows:

- (1) Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of *bodily injury*;
- (2) Under Property Damage Liability Coverage to all damages sustained by any one person or organization because of *property damage*; or
- (3) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined to all damages sustained by any one person or organization because of:
  - a. *Bodily injury*;
  - b. *Property damage*; or
  - c. *Bodily injury* and *property damage* combined

as the result of any one *occurrence*. If damages are claimed for care, loss of services or death resulting at any time from *bodily injury*, a separate deductible amount will be applied to each claim for such damages made by any person or organization.

- (b) Under Coverage A if the deductible you have selected is on a "per *occurrence*" basis, that deductible amount applies as follows:

- (1) Under Bodily Injury Liability Coverage, to all damages because of *bodily injury*;
- (2) Under Property Damage Liability Coverage to all damages because of *property damage*; or
- (3) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - a. *Bodily injury*;
  - b. *Property damage*; or
  - c. *Bodily injury* and *property damage* combined

as the result of any one *occurrence*, regardless of the number of persons or organizations who sustain damages because of that *occurrence*.

- (c) Under Coverage B, if the deductible you have selected is on a “per claim” basis, that deductible amount applies to each claim for all damages sustained by any one person or organization because of *personal and advertising injury* as the result of any one offense.
  - (d) Under Coverage B, if the deductible you have selected is on a “per offense” basis, that deductible amount applies to all damages because of *personal and advertising injury* as the result of any one offense regardless of the number of persons or organizations that sustain damages because of that offense.
  - (e) Under Coverage D, if the deductible you have selected is on a “per *aircraft*” basis, that deductible amount applies to all damages sustained by all persons or organizations as the result of loss of or physical injury to the *aircraft* in any one accident.
  - (f) Under Coverage D, if the deductible you have selected is on a “per accident” basis, that deductible amount applies to all damages sustained by all persons or organizations as the result of loss of or physical injury to one or more *aircraft* in any one accident.
3. Regardless of the number of *occurrences*, claims, *suits*, offenses or loss of or physical injury to *aircraft* that occur in any one annual policy period, you will not be required to pay any deductible in excess of the amount, if any, shown in the Schedule below as “annual aggregate” for *occurrences*, claims, offenses or loss of or physical injury to *aircraft* occurring during that annual policy period.
4. The terms of this insurance, including those with respect to:
- (a) Our right and duty to defend the insured against any *suits* seeking those damages; and
  - (b) Your duties in the event of any *occurrence*, loss of or physical injury to *aircraft*, claim, or *suit*
- apply irrespective of the application of the deductible amount.
5. We may pay any part or all of the deductible amount to effect settlement of any claim or *suit* and, upon notification of the action taken, you shall promptly reimburse us for any deductible amount paid by us.

## SCHEDULE

Coverage A	Amount and Basis of Deductible	
Bodily Injury Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Property Damage Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Combined Bodily Injury and Property Damage Liability	Not Applicable	per claim
	Not Applicable	per <i>occurrence</i>
Coverage B		
Personal and Advertising Injury Liability	Not Applicable	per claim
		per offense
Coverage D		
Hangarkeepers' Liability	\$5,000	per <i>aircraft</i>
	Not Applicable	per accident
Coverages A, B and D Combined	Not Applicable	annual aggregate

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 1, 2023

Endorsement Premium: Included

Attached to and made part of Policy No.: 9030927

Issued to: CITY OF DEKALB

Global Aerospace, Inc.

BY: 

AGLA029 (December 1, 2013)

Endorsement No. 2

Page 3 of 3

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## ELECTRONIC DATE RECOGNITION - LIMITED COVERAGE

In consideration of the premium charged and to the extent such coverage is afforded by the policy, **GENERAL POLICY EXCLUSION 2. ELECTRONIC DATE RECOGNITION** shall not apply to:

1. Any of the Physical Damage coverages provided by the policy; or
2. Any sums which the insured shall become legally obligated to pay as damages because of *bodily injury* or *property damage* caused by an *occurrence*.

Notwithstanding Paragraph 2. above, this endorsement shall not apply to:

- (a) Any coverage for loss of use caused by an *occurrence* during the policy period arising out of subparagraph (a) or (b) of **GENERAL POLICY EXCLUSION 2. ELECTRONIC DATE RECOGNITION** unless such loss of use also arises out of additional injury in the form of physical injury to or destruction of tangible property; or
- (b) Any coverage for *grounding*; or
- (c) Any coverage applying in excess of any scheduled underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 1, 2023

Endorsement Premium: Included

Attached to and made part of Policy No.: 9030927

Issued to: CITY OF DEKALB

Global Aerospace, Inc.

BY: 

AGLC025 (December 1, 2013)

Endorsement No. 3

Page 1 of 1

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**TRIA DISCLOSURE**  
**(Does Not Provide Any Insurance Coverage)**

THIS DISCLOSURE PROVIDES A SUMMARY OF THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED. THIS DISCLOSURE IS MADE A PART OF THIS POLICY. EXCEPT AS EXPRESSLY PROVIDED, NOTHING IN THIS DISCLOSURE CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY, AND UNDER NO CIRCUMSTANCES DOES THIS DISCLOSURE AFFORD ANY TERRORISM COVERAGE OR ANY OTHER COVERAGE.

**I. Terrorism Risk Insurance Act Notice**

Under the Terrorism Risk Insurance Act, as amended, (referred to herein as TRIA), you have a right to purchase insurance coverage from us for losses arising out of an "Act of Terrorism" as defined in Section 102(1) of TRIA.

For purposes of this disclosure and to ensure compliance with TRIA, the term "Act of Terrorism" means:

- A. Certification - Any act that is certified by the Secretary of the Treasury of the United States, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
- (1) to be an act of terrorism;
  - (2) to be a violent act or an act that is dangerous to:
    - (a) human life;
    - (b) property; or
    - (c) infrastructure;
  - (3) to have resulted in damage within the United States, or outside of the United States in the case of:
    - (a) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;
    - (b) the premises of a United States mission; and
  - (4) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. Limitation - No act shall be certified by the Secretary as an act of terrorism if:
- (1) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - (2) property and casualty insurance losses resulting from the act, in aggregate, do not exceed \$5,000,000.
- C. Determinations Final - Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

- D. No Delegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

#### Federal Share of Compensation

If coverage is purchased (see Section III below), payments made under this policy, for losses caused by a certified "Act of Terrorism", will be reimbursed in part by the United States Government to us using a formula established by federal law. Under this formula, if the aggregate insured losses exceed a trigger amount (\$200,000,000 beginning on January 1, 2020), the United States Government generally reimburses a percentage (80% beginning on January 1, 2020) of covered terrorism losses exceeding the statutorily established deductible paid by us for losses arising from certified "Acts of Terrorism".

#### \$100 Billion Program Cap

TRIA contains a program cap of \$100,000,000,000 that limits United States Government reimbursement as well as our liability for losses resulting from certified "Acts of Terrorism" when the amount of such losses in any one calendar year exceeds the program cap. If the aggregated insured losses for all insurers exceed the program cap, coverage (if purchased) for "Acts of Terrorism" may be reduced.

### **II. Conditional Termination of this Disclosure**

- A. The provisions of TRIA state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2027." Unless the program is renewed, extended or otherwise continued by the federal government, this disclosure terminates upon the first occurrence of any of the following conditions:

- (1) the policy period ends; or
- (2) the federal Terrorism Risk Insurance Program has terminated either in its entirety or with respect to the type of insurance afforded by this policy; or
- (3) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available with respect to the type of insurance afforded by this policy.

- B. If none of the conditions set forth in paragraph II. A. above occur, this disclosure will remain in effect unless we notify you of changes in response to federal law.

### **III. TRIA Terrorism Coverage**

As required by TRIA, an offer of terrorism coverage within the terms of TRIA ("TRIA Terrorism Coverage") was included in our quote. No insurance is afforded by this notice and no TRIA Terrorism Coverage is afforded under this policy unless such offer was accepted and TRIA Terrorism Coverage was purchased.

If TRIA Terrorism Coverage was purchased, TRIA endorsement(s) are attached to this policy and the premium for such coverage will be as stated in the binder as respects any such endorsement(s).

If TRIA Terrorism Coverage was not purchased, coverage for terrorism is excluded as provided in the policy, unless, as permitted by TRIA, alternative terrorism coverage was negotiated, in which case one or more endorsement(s) to this policy include the negotiated coverage for terrorism ("Alternative Terrorism Coverage"). If purchased, such Alternative Terrorism Coverage, includes portions which fall within TRIA (the "TRIA Portion"), as well as other coverage outside of TRIA, and the premium corresponding to the TRIA Portion of the Alternative Terrorism Coverage is 10% of the total premium for the endorsements providing the Alternative Terrorism Coverage.

Any TRIA Terrorism Coverage and the TRIA Portion of any Alternative Terrorism Coverage is subject to all of the disclosures and limitations set forth in Section I above.

#### IV. Application

Nothing contained in this disclosure shall vary, waive, alter, or extend any of the terms, conditions, agreements or provisions of this policy, other than as above stated.

Notwithstanding anything in the policy to the contrary, as used in this disclosure, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the insurers shown in the Declarations, providing this insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 1, 2023

Endorsement Premium: Included

Attached to and made part of Policy No.: 9030927

Issued to: CITY OF DEKALB

Global Aerospace, Inc.

BY: 

AGLD004 (February 15, 2020)

Endorsement No. 4

Page 3 of 3

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## ILLINOIS AMENDATORY

1. The term "spouse" wherever used in this policy is replaced by the following:

"Spouse or party to a civil union as defined in Public Act 96-1513."

2. Wherever the term "immediately" appears in the policy it is amended to read "as soon as practicable".
3. Notwithstanding anything in the policy or its endorsements to the contrary, any notice required to be given by us shall be mailed.
4. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraph (a) EXPECTED OR INTENDED INJURY is deleted in its entirety and replaced with the following:

(a) EXPECTED OR INTENDED INJURY

*Bodily injury* or *property damage* expected or intended from the standpoint of the insured. This exclusion (a) does not apply to *bodily injury* or *property damage* resulting from the use of reasonable force to protect persons or property or to an innocent co-insured who did not cooperate in or contribute to the *bodily injury* or *property damage* if it arises out of a pattern of criminal domestic violence for which the perpetrator is criminally prosecuted.

5. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraph (c) LIQUOR LIABILITY is amended by the addition of the following language thereto:

"For purposes of this exclusion (c), a person shall be considered intoxicated when that person's blood alcohol level exceeds the acceptable legal limit under Illinois Law."

6. **SECTION II - GENERAL POLICY EXCLUSIONS**, paragraph 1. **WAR, HI-JACKING AND OTHER PERILS**, subparagraph (d) is deleted in its entirety and replaced with the following:

(d) (1) Any *Certified Act of Terrorism* except as afforded by endorsement AGLC056 if it is part of this policy;

(2) Any *Other Act of Terrorism*:

- i. when the act of terrorism results in industry-wide insured losses that exceed \$25,000,000 for related incidents that occur within a seventy-two (72) hour period; or
- ii. when fifty or more persons sustain death or serious physical injury for related incidents that occur within a 72-hour period. For purposes of this provision, serious physical injury means physical injury that involves a substantial risk of death, protracted and obvious physical disfigurement, or protracted loss of or impairment of the function of a bodily member or organ,

unless

- (i) the act of terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- (ii) the act of terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (iii) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorist act was to release such materials.

7. **SECTION II - GENERAL POLICY EXCLUSIONS**, paragraph 5. NOISE, POLLUTION AND OTHER PERILS is deleted in its entirety and replaced with the following:

5. NOISE, POLLUTION AND OTHER PERILS

- (a) Noise (whether audible to the human ear or not) or vibration, sonic boom, and any phenomena associated therewith;
- (b) Pollution and contamination of any kind whatsoever unless caused by heat, smoke or fumes from a hostile fire;
- (c) Electrical interference; or
- (d) Interference with the use of property,

unless caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in *flight* emergency causing abnormal aircraft operation.

As respects liability arising out of the *products-completed operations hazard*, paragraph (b) above does not apply to pollution and contamination of *your product*.

Nothing in this exclusion 5 shall override any radioactive contamination or other exclusion clause attached to and forming part of this policy.

8. **SECTION V - POLICY CONDITIONS**, paragraph 6. Cancellation is deleted in its entirety and replaced with the following:

6. Cancellation and Nonrenewal/Changes Upon Renewal.

I. Cancellation.

- A. The first Named Insured shown in Item I. of the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing to the Named Insured written notice of cancellation, stating the specific reasons for cancellation, at least:
  - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) Thirty (30) days before the effective date of cancellation if the policy has been in effect for less than sixty-one (61) days;
  - (3) Sixty (60) days before the effective date of cancellation if the policy has been in effect for sixty-one (61) days or longer.
- C. If this policy has been in effect for sixty-one (61) days or longer, we may cancel only for the following reasons:

- (1) Nonpayment of premium;
  - (2) The policy was obtained through a material misrepresentation;
  - (3) Any insured violated any terms and conditions of the policy;
  - (4) The risk originally accepted has measurably increased;
  - (5) We certify to the Director of Insurance our loss of reinsurance for all or a substantial part of the underlying risk; or
  - (6) The Director of Insurance determines that continuation of the policy could place us in violation of the Illinois insurance laws.
- D. We will send written notice by certified or first class mail with a postal receipt to the last known mailing addresses of the Named Insured, any mortgage or lien holder known to us and the first Named Insured's agent or broker. The notice will state the reason for cancellation and the effective date of cancellation. The notice will also advise the Named Insured of the right to appeal our decision to cancel and the procedure for such an appeal. The policy will terminate on that date.
  - E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. If this policy is financed, we will return whatever premium refund is due to the premium finance company, which shall not exceed any unpaid balance due to the premium finance company, within sixty (60) days of the date of cancellation.

## II. Nonrenewal/Changes Upon Renewal.

- A. If we elect not to renew this policy, we will mail a notice of nonrenewal to the Named Insured, any mortgage or lien holder known to us and the first Named Insured's agent or broker, stating the reasons for nonrenewal, at least sixty (60) days before the expiration date or anniversary date if this policy is written for a term of more than one year or with no expiration date. In that notice we will advise the Named Insured of the right to appeal our decision not to renew and the procedure for such an appeal.
- B. We will send written notice by certified or first class mail with a postal receipt to the last mailing addresses known to us. Proof of mailing shall be sufficient proof of notice.
- C. Even if we do not comply with these terms, this policy will terminate on the effective date of any other insurance replacing this policy or the expiration date if:
  - (1) You fail to perform any of your obligations in connection with the payment of premiums for the policy, or any installment payment, whether payable directly to us or our agent or indirectly under any premium finance plan or extension of credit;
  - (2) We have indicated our willingness to renew this policy to you or your representative; or
  - (3) You have notified us that you do not want to renew this policy.
- D. If we offer to renew this policy with a renewal increase in premiums of thirty percent (30%) or more, or with a change in deductible or coverage that materially alters the policy, we will mail to the Named

Insured and the first Named Insured's agent or broker, at the last mailing addresses known to us, written notice of such increase or change in deductible or coverage at least sixty (60) days prior to the expiration or anniversary date. If we fail to provide notice at least sixty (60) days prior to the expiration or anniversary date but do so no less than thirty-one (31) days prior to the expiration or anniversary date, we may extend the policy at the current rates and terms for the period of time necessary to equal the sixty (60) day required period. The increase in premium shall be the renewal premium based on the known exposure as of the date of the quotation compared to the premium as of the last day of coverage for the current year's policy, annualized. The premium on the renewal policy may be subsequently amended to reflect any change in exposure or reinsurance costs not considered in the quotation.

**9. SECTION V - POLICY CONDITIONS**, paragraph 16. Other Insurance, subparagraph (c) Method of Sharing is deleted in its entirety and replaced with the following:

**(c) Method of Sharing**

In the event that other valid and collectible insurance available to the insured permits contribution by equal shares, the insurance afforded under (b) above will follow this method. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other available insurance does not permit contribution by equal shares, the insurance afforded under (b) above will contribute by limits. Under this approach, if there is other insurance in the insured's name or otherwise against loss, liability or expense covered by this policy, we shall not be liable under this policy for a greater proportion of such loss, liability or expense than the applicable limit of our liability bears to the total applicable limit of liability of all valid and collectible insurance against such loss, liability or expense.

**10. SECTION VI - DEFINITIONS** is amended by the addition of the following definitions:

***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 \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- (b) The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - a. An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - b. The premises of any United States mission; and
- (c) 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.

***Other Act 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 (72) 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.

11. If endorsements AGLA040a, AGLA083, AGLA094, AGLA096a or AGLA097 are part of the policy, the provisions of paragraph 8 of this endorsement shall apply thereto.
12. If endorsements AGLC024, AGLC111 or AGLC112 are part of the policy, the provisions of paragraph 9 of this endorsement shall apply thereto.
13. Lawful service of process in any action or legal proceeding must be served upon the Director of the Illinois Department of Insurance, Consumer Division or Public Services Section, Springfield, IL 62767 by delivering to and leaving with the Director duplicate copies of such process with payment of the required fee. Notwithstanding any other provision in this policy to the contrary, any service of process in any action or legal proceeding may also be served upon any one of the insurers shown in the Declarations on behalf of all such insurers. Each of those insurers named appoints Global Aerospace, Inc. as its duly authorized agent for receipt of any such notice, proof of loss or service of process.

Notwithstanding any other provision in this policy to the contrary, any obligation involving any notice or proof of loss that requires delivery to us may be satisfied by service upon or delivery to any one of the insurers shown in the Declarations on behalf of all such insurers. Each of those insurers named appoints Global Aerospace, Inc. as its duly authorized agent for receipt of any such notice or proof of loss.

14. **The insurers shown in the Declarations appoint Global Aerospace, Inc. as their duly authorized agent for receipt of any complaints regarding this insurance. Complaints about this insurance may be directed to either of the following:**

Global Aerospace, Inc.  
115 Tabor Road, Suite 3A  
Morris Plains, NJ 07950

Illinois Department of Insurance  
Consumer Division or Public Services Section  
Springfield, IL 62767

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: January 1, 2023

Endorsement Premium: Included

Attached to and made part of Policy No.: 9030927

Issued to: CITY OF DEKALB

Global Aerospace, Inc.

BY: 

AGLS008 (May 1, 2022)

Endorsement No. 5

Page 5 of 5

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**ACE American Insurance Company**  
Philadelphia, Pennsylvania

## **TANKSAFE®**

### **Storage Tank Liability Insurance Policy**

#### **DECLARATIONS**

This Policy is issued by the stock insurance company listed above (hereinafter *the Insurer*).

THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.

<b>Policy No.: G73610734 002</b>		<b>Renewal of: G73610734 001</b>								
<b>Item 1.</b> First Named Insured: <b>City of Dekalb</b> Principal Address: <b>164 E. Lincoln Hwy</b> <b>Dekalb, IL 60115</b>										
<b>Item 2.</b> Policy Period: From 12:01 A.M. on <b>01/01/2023</b> to 12:01 A.M. on <b>01/01/2024</b> (Local time at the address shown in Item 1.)										
<b>Item 3.</b> Retroactive Date: Per Schedule of Covered Storage Tank Endorsement										
<b>Item 4.</b> Limits of Liability: <table border="0"><tr><td><b>a. \$1,000,000</b></td><td>Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)</td></tr><tr><td><b>b. \$2,000,000</b></td><td>Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents</td></tr><tr><td><b>c. \$1,000,000</b></td><td>Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents</td></tr><tr><td><b>d. \$3,000,000</b></td><td><u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u></td></tr></table>			<b>a. \$1,000,000</b>	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)	<b>b. \$2,000,000</b>	Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	<b>c. \$1,000,000</b>	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents	<b>d. \$3,000,000</b>	<u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u>
<b>a. \$1,000,000</b>	Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)									
<b>b. \$2,000,000</b>	Aggregate Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents									
<b>c. \$1,000,000</b>	Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents									
<b>d. \$3,000,000</b>	<u>Total Policy Aggregate Limit of Liability for all Storage Tank Incidents</u>									
<b>Item 5.</b> Deductible: <b>\$5,000</b> Per Storage Tank Incident										
<b>Item 6.</b> Premium: <b>\$8,877.00</b>										
<small>*This premium shall be 0% minimum-earned as of the inception date of the policy identified in Item 2., above.</small>										

**Item 7. Notice to Insurer:**

**a. Notice of Claim or Storage Tank Incident:**

Chubb Environmental Claims Manager  
Chubb USA Claims  
P.O. Box 5103  
Scranton, PA 18505-0510  
Fax: (866) 635-5687

First Notice Fax: (800) 951-4119

First Notice Email:

[CasualtyRiskEnvironmentalFirstNotice@chubb.com](mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com)

**b. All Other Notices:**

Environmental Underwriting Officer  
Chubb Environmental  
P.O. Box 1000  
436 Walnut Street – WA 07A  
Philadelphia, PA 19106

**Item 8. Schedule of Covered Underground Storage Tanks:  
Per Schedule of Covered Storage Tank Endorsement**

**Item 9. Schedule of Covered Aboveground Storage Tanks:  
Per Schedule of Covered Storage Tank Endorsement**

**Item 10. Producer Name and Address: INSURANCE PROGRAM MANAGERS GROUP LLC  
225 SMITH ROAD NULL  
SAINT CHARLES, IL 60174**

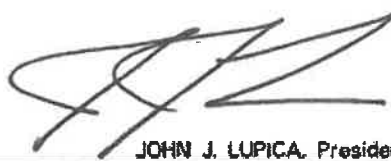
**Policy Form No. PF-31181 (10/10) TankSafe® Storage Tank Liability Insurance Policy**

**Endorsements and Notices Attached at Policy Issuance:**

<b>Endorsement Number:</b>	<b>Form Number:</b>	<b>Form Name:</b>
001	PF-31156 (09/10)	AST Aggregate Sublimit Of Liability
002	PF-31650 (08/11)	Basic Extended Reporting Period Amendatory (60 Days – Illinois Specific) Endorsement
003	PF-31661 (08/11)	Closure, Removal Or Replacement Amendatory (Illinois-Specific) Endorsement
004	PF-54026 (02/20)	Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement
005	PF-31653 (08/11)	Financial Responsibility Condition Endorsement (Illinois Specific)
006	PF-31174 (09/10)	Loading And Unloading Coverage (Time Element Reporting) Endorsement
007	PF-31164 (09/10)	Schedule of Covered Storage Tanks
008	PF-31178 (09/10)	Tank Contents Amendatory (Broadening)
009	PF-31182 (09/10)	UST Aggregate Sublimit of Liability
010	ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
011	PF-23728b (02/20)	Terrorism Risk Insurance Act Endorsement
012	TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act
013	PF-31834a (02/20)	Illinois Amendatory Endorsement
014	CC-1K11j (03/21)	Signatures
	ALL-34772 (11/11)	Illinois Notice To Policyholders Regarding The Religious Freedom Protection and Civil Union Act
	ALL-18653d (07/14)	Questions About Your Insurance?
	ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
	ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

**IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.**

DATE: 12/12/2022  
MO/DAY/YR.



JOHN J. LUPICA, President  
AUTHORIZED REPRESENTATIVE

**CHUBB®**

**TANKSAFE®**

**Storage Tank Liability  
Insurance Policy**

**This Policy is issued by the stock insurance company identified in the Declarations (hereinafter *the Insurer*).**

**THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES ARE ALSO SUBJECT TO THE DEDUCTIBLE. THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY FORM, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED TO THIS POLICY FORM, CONSTITUTE THE INSURANCE POLICY.**

Throughout this Policy the words *the Insurer* shall refer to the stock insurance company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section IV., **DEFINITIONS**, of this Policy.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

**I. INSURING AGREEMENTS**

The Insurer agrees to pay on behalf of the "insured" for:

**A. THIRD-PARTY CLAIMS AND FIRST PARTY REMEDIATION COSTS (Coverage A.)**

"Claims" and "remediation costs", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a "storage tank incident", provided that the "claim" is first made, or the "insured" first discovers the "storage tank incident", during the "policy period". Any such "claim" must be reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period". Any such discovery of a "storage tank incident" must be reported to the Insurer, in writing, during the "policy period".

The coverage afforded pursuant to this Coverage A. only applies to "storage tank incidents" that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the "policy period". If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

**B. LEGAL DEFENSE EXPENSES (Coverage B.)**

"Legal defense expense", in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, necessarily incurred to respond to a "claim" pursuant to Coverage A., above, to which this insurance applies.

**II. LIMITS OF LIABILITY AND DEDUCTIBLE**

**A.** The Insurer's obligation to pay for "claims", "remediation costs" and "legal defense expenses" shall be reduced by the deductible amount identified in Item 5. of the Declarations to this Policy. If the sum of the

"claim" or "remediation costs" is less than the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any "claim". Upon notification of the Insurer's payment of such deductible amount, the "first named insured" shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

- B. One deductible shall apply to all "claims", "remediation costs" and "legal defense expenses" arising from the same, continuous, repeated, or related "storage tank incident".
- C. With respect to Coverage A., and subject to Subsections D. and F., below, the most the Insurer shall pay for all "claims" and "remediation costs" arising out of the same, continuous, repeated, or related "storage tank incident" is the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations to this Policy.
- D. With respect to Coverage A., and subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.b of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for all "claims" and "remediation costs" arising out of all "storage tank incidents" to which this insurance applies.
- E. With respect to Coverage B., and Subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.c. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for "legal defense expense" necessarily incurred to respond to all "claims" arising out of all "storage tank incidents" to which this Insurance applies.
- F. The Total Policy Aggregate Limit of Liability identified in Item 4.d. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "claims", "remediation costs" and "legal defense expense" arising out of all "storage tank incidents" to which Coverages A. and B. of this Insurance apply.
- G. If the Insurer or an affiliate has issued claims-made liability coverage for a "covered underground storage tank" or a "covered aboveground storage tank" in one or more policy periods, and a "storage tank incident" is first discovered and reported to the Insurer in accordance with the terms and conditions of this Policy, then:
  - 1. All such continuous, repeated, or related "storage tank incidents" that are subsequently reported to the Insurer during later policy periods shall be deemed to be one "storage tank incident" discovered during this "policy period"; and
  - 2. All "claims" arising out of a "storage tank incident" that was discovered during this "policy period", including any continuous, repeated, or related "storage tank incident", shall be deemed to have been first made and reported during this "policy period",and no other policy shall respond.

### III. DEFENSE AND SETTLEMENT

- A. The Insurer shall have the right and, subject to the deductible obligation identified in Item 5. of the Declarations to this Policy, the duty to defend the "insured" against any "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claim" to which this insurance does not apply. The Insurer's duty to defend ends when:
  - 1. The Limits of Liability identified in Items 4.a., 4.b. or 4.d. are exhausted or are tendered into a court of applicable jurisdiction;
  - 2. The "insured" refuses a settlement offer as provided in Subsection D., below; or
  - 3. The Limits of Liability identified in Items 4.c. are exhausted,whichever occurs first.
- B. The Insurer shall have the right to select legal counsel to represent the "insured" for the investigation, adjustment, and defense of any "claims" covered pursuant to this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the "insured"; such consent shall not be unreasonably

withheld. "Legal defense expenses" incurred prior to the selection of legal counsel by the Insurer shall not be covered pursuant to this Policy, or credited against the deductible.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: 1) have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; 2) maintain suitable errors and omissions insurance coverage; 3) be located within a reasonable proximity to the jurisdiction of the "claim"; and 4) agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

- C. "Legal defense expenses" reduce the Limits of Liability identified in Items 4.c. and 4.d. of the Declarations to this Policy and shall be subject to the deductible obligation.
- D. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to the claimants, within the Limits of Liability, and does not impose any additional unreasonable burdens on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The "insured" shall defend such "claim" independently. The Insurer's liability pursuant to this Policy shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted by the "insured", exclusive of the deductible obligation.

#### IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "storage tank incidents" located, and "claims" made, within the United States of America.

#### V. DEFINITIONS

- A. "Additional Insured" means any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights pursuant to this Policy as are specified by endorsement.
- B. "Bodily injury" means physical injury or illness, disease, mental anguish, or emotional distress sustained by any person, including death resulting therefrom.
- C. "Claim" means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".
- D. "Corrective action costs" means expenses necessarily incurred by an "insured" to investigate, quantify, assess, monitor, abate, remove, dispose, treat, neutralize or immobilize "storage tank incidents" to the extent required by 40 CFR Sections 280.60-280.67 and 40 CFR Section 280.72 promulgated by the Federal Environmental Protection Agency, or other "environmental law".
- E. "Covered aboveground storage tank" means a stationary petroleum product-containing tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.
- F. "Covered underground storage tank" means a petroleum product-containing tank, and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank is identified in the Schedule of Covered Underground Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement.

- G. **"Emergency response"** means actions taken by the "insured" to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a "storage tank incident".
- H. **"Environmental laws"** means any federal, state, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup programs or risk-based corrective action guidance, governing the liabilities and legal obligations of the "insured" with respect to "covered aboveground storage tanks" or "covered underground storage tanks".
- I. **"Extended reporting period"** means the additional period of time in which to report a "claim" first made against the "insured" during or subsequent to the end of the "policy period" arising from a "storage tank incident" to which this insurance applies. Such "storage tank incident" must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the "policy period". If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".
- J. **"First named insured"** means the person or entity as identified in Item 1. of the Declarations to this Policy. The "first named insured" is the party responsible for the payment of any premiums and the payment of any applicable deductible amounts. The "first named insured" shall also serve as the sole agent on behalf of all "insureds" with respect to the provision and receipt of notices, including notice of cancellation or non-renewal, receipt and acceptance of any endorsements or any other changes to this Policy, return of any premium, assignment of any interest pursuant to this Policy, as well as the exercise of any applicable "extended reporting period", unless any such responsibilities are otherwise designated by endorsement.
- K. **"Government action"** means action taken or liability imposed by any federal, state, municipal or other local government agency or body acting pursuant to the authority of "environmental laws".
- L. **"Insured"** means the "first named insured", any "named insured", any "additional insured", and any past or present director or officer of, partner in, or employee of, any "insured" while acting within the scope of his or her duties as such.
- M. **"Legal defense expense"** means reasonable legal costs, charges, and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of a "claim".
- N. **"Named insured"** means any person or entity specifically endorsed onto this Policy as a "named insured", if any. Such "named insured" shall maintain the same scope of coverage pursuant to this Policy as the "first named insured".
- O. **"Natural resource damages"** means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, or any Native American Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- P. **"Policy period"** means that period of time identified in Item 2. of the Declarations to this Policy, or any shorter period resulting from the cancellation of this Policy.
- Q. **"Pollution condition"** means any spilling, leaking, emitting, discharging, dispersing, seeping, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater.
- R. **"Property damage"** means:
  - 1. Physical injury to, or destruction of, tangible property of a third-party, including all resulting loss of use of that property;
  - 2. Loss of use of tangible property of a third-party, that is not physically injured or destroyed;
  - 3. Diminished value of tangible property owned by a third-party; or
  - 4. "Natural resource damages".
- S. **"Remediation costs"** means :

1. With respect to "covered aboveground storage tanks", only, reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize a "storage tank incident" to the extent required by "environmental law"; and
2. With respect to "covered underground ground storage tanks", only, "corrective action costs".

"Remediation costs" shall also include:

1. Reasonable legal cost, where such cost has been incurred by an "insured" with the written consent of the Insurer; and
  2. "Replacement costs".
- T. "Replacement costs" means reasonable expenses required to restore, repair or replace real property, or physical improvements thereto, damaged during the course of responding to a "storage tank incident". "Replacement costs" do not include costs associated with improvements or betterments, or any costs associated with the repair, replacement, or upgrading of any "covered underground storage tank" or "covered aboveground storage tank".
- U. "Responsible Insured" means any employee of a "named insured" responsible for environmental affairs, control, or compliance, and any officer of, director of, or partner in, a "named insured".
- V. "Storage tank incident" means a "pollution condition" resulting from a "covered underground storage tank" or a "covered aboveground storage tank". The entirety of continuous or repeated "pollution conditions" resulting from the same "covered underground storage tank" or "covered aboveground storage tank" shall be deemed to be one "storage tank incident".
- W. "Terrorism" means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
    - a. Use or threat of force or violence; or
    - b. Commission or threat of a dangerous act; or
    - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  2. When one or both of the following applies:
    - a. 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
    - b. 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.
- X. "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

## VI. EXCLUSIONS

This insurance does not apply to:

### A. Contractual Liability

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any liability of others assumed by an "insured" through contract or agreement, except if the liability would have attached to such "insured" in the absence of such contract or agreement.

This exclusion does not apply to those contracts identified in the Schedule of Insured Contracts endorsed to this Policy, if any.

### B. Employers Liability

"Claims" for "bodily injury" to:

1. An "insured" or an employee of its parent, subsidiary or affiliate
  - a. Arising out of and in the course of employment by the "insured" or its parent, subsidiary or affiliate; or
  - b. Performing duties related to the conduct of the "named insured's" business.
2. The spouse, child, parent, brother or sister of such "insured" or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1., above.

This exclusion shall apply:

1. Whether the "insured" may be liable as an employer or in any other capacity;
2. To any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury"; and
3. To all "legal defense expense" associated with such "claims".

**C. Fines and Penalties**

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated "claims" seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any "legal defense expense" associated with such fines, penalties or damages.

**D. First-Party Property Damage**

"Claims" or "legal defense expenses" arising out of or related to damage to real or personal property owned by, leased to, loaned to, or rented by, an "insured", or otherwise in the care, custody, or control of an "insured".

This exclusion does not apply to "remediation costs".

**E. Fraud or Misrepresentation**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to fraudulent acts or material misrepresentations on the part of any "insured", which would have affected the Insurer's decision to issue this Policy pursuant to the financial terms identified in the Declarations of this Policy.

**F. Known Conditions**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" in existence prior to the "policy period" and reported to a "responsible insured", but not disclosed to the Insurer in writing.

**G. Insured's Internal Expenses**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to expenses incurred by an "insured" for services performed by salaried staff or employees of an "insured".

**H. Intentional Non-Compliance**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the intentional disregard of, or knowing, willful or deliberate non-compliance with, any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by a "responsible insured".

**I. Lead-Based Paint and Asbestos**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to the presence of lead-based paint, asbestos, or asbestos-containing materials, in, on, or applied to any structure, including, but not limited to, a "covered underground storage tank" or "covered aboveground storage tank".

**J. Nuclear Hazard**

1. "Claims", "remediation costs" or "legal defense expenses":

- a. With respect to which the "insured" pursuant to this Policy is also an "insured" pursuant to a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an "insured" pursuant to any such policy but for its termination upon exhaustion of its limits of liability; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which:
    - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    - (2) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, pursuant to any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. "Claims", "remediation costs" or "legal defense expenses" arising out of or related to the hazardous properties of nuclear material, if:
- a. The nuclear material
    - (1) Is at any nuclear facility owned by, or operated by or on behalf of the "insured"; or
    - (2) Has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the "insured"; or
  - c. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.
3. As used in this exclusion:
- a. Hazardous properties include radioactive, toxic, or explosive properties.
  - b. Nuclear material means source material, special nuclear material, or byproduct material.
  - c. Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
  - e. Waste means any waste material:
    - (1) Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
    - (2) Resulting from the operation by any person or organization of any nuclear facility included pursuant to the first two paragraphs of the definition of nuclear facility;
  - f. Nuclear facility means:
    - (1) Any nuclear reactor;
    - (2) Any equipment or device designed or used for
      - (a) Separating the isotopes of uranium or plutonium;
      - (b) Processing or utilizing spent fuel; or
      - (c) Handling, processing or packaging waste;

- (3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;
- (5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Property damage" includes all forms of radioactive contamination of property.

**K. Regulatory Compliance**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to any "storage tank incident" involving a "covered aboveground storage tank" or "covered underground storage tank" that was not in compliance with all applicable "environmental laws" prior to such "storage tank incident".

**L. Storage Tank Contents**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to costs associated with the loss, removal, replacement, re-use, or recycling of the contents of any "covered underground storage tank" or "covered aboveground storage tank".

**M. War or Terrorism**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

**VII. REPORTING AND COOPERATION**

- A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "storage tank incident", as soon as possible, but in no event more than seven (7) days after a "responsible insured" first became aware of, or should have become aware of, such "claim" or "storage tank incident". Such notice shall be provided to the Insurer at the address identified in Item 7.a. of the Declarations to this Policy and should include reasonably detailed information as to:
  - 1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "storage tank incident";
  - 2. The identity of "covered aboveground storage tank" or "covered underground storage tank";
  - 3. The nature of the "claim" or "storage tank incident"; and
  - 4. Any steps undertaken by the "insured" to respond to the "claim" or "storage tank incident".
- B. The "insured" must:
  - 1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
  - 2. Authorize the Insurer to obtain records and other information;
  - 3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
  - 4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and

5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response".
- D. Upon the discovery of a "storage tank incident", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws". The "insured" must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the "insured". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the deductible obligation and Limits of Liability of this Policy.

#### **VIII. EXTENDED REPORTING PERIOD**

- A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described Section IX., **GENERAL CONDITIONS**, Subsection A., or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period".
- C. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D. Provided the "first named insured" has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
  2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

#### **IX. GENERAL CONDITIONS**

##### **A. Cancellation**

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address identified in Item 7.b. of the Declarations to this Policy, written notice stating when such cancellation shall be effective.
2. This Policy may be cancelled by the Insurer for the following reasons:
  - a. Non-payment of premium;
  - b. Fraud or material misrepresentation on the part of any "insured; or
  - c. Change in use or operation of a "covered underground storage tank" or "covered aboveground storage tank" from the use contemplated in the Application and supporting materials that materially increases the likelihood of "claims" or "storage tank incidents",

by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

Subparagraph 2.b., herein, shall apply only to that "insured" that engages in the fraud or misrepresentation, or any other "insured" who is a parent corporation, subsidiary, employer of, or otherwise affiliated by ownership with, such "insured".

3. In the event of cancellation, the premium percentage identified in Item 6. of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the "first named insured" upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

#### **B. Inspection and Audit**

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect any "covered aboveground storage tank" or "covered underground storage tank". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental laws", or any other laws.

The Insurer may examine and audit the "insured's" books and records during this "policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

#### **C. Legal Action Against the Insurer**

No person or organization other than an "insured" has a right pursuant to this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

#### **D. Bankruptcy**

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the "first named insured" of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

#### **E. Subrogation**

In the event of any payment pursuant to this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insureds" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising pursuant to this Policy shall accrue first to the "insureds" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment pursuant to the Policy; and then to the "insured" to the extent of the 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.

#### **F. Representations**

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" representations.

#### **G. Separation of Insureds**

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.c.**, the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the "first named insured", this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made.

#### **H. Other Insurance**

If other valid and collectible insurance is available to any "insured" covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

#### **I. Jurisdiction and Venue**

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" shall submit to the exclusive jurisdiction of the State of New York and shall comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's right to remove an action to a United States District Court.

#### **J. Choice of Law**

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy, including the rights, duties and obligations thereunder, shall be determined in accordance with the law and practices of the State of New York.

#### **K. Changes and Assignment**

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right pursuant to the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest in this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

#### **L. 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 hereof.

#### **M. Consent**

Where the consent of the Insurer, or an "insured", is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.

**ABOVEGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY  
ENDORSEMENT**

Named Insured City of Dekalb		Endorsement Number 001	
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

**Aboveground Storage Tank Aggregate Sublimit of Liability: \$ 1,000,000**

The Aboveground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "claims" and "remediation costs" arising out of "storage tank incidents" involving "aboveground storage tanks" to which this Policy applies. The Aboveground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items 4.a, 4.b. and 4.d. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

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

**BASIC EXTENDED REPORTING PERIOD AMENDATORY (60 DAYS – ILLINOIS SPECIFIC)  
ENDORSEMENT**

Named Insured City of Dekalb			Endorsement Number 002
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **VIII., EXTENDED REPORTING PERIOD**, Subsections **C.** and **D.**, of this Policy are hereby deleted in their entirety and replaced with the following:

- C.** Provided the first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, the "named insured" shall have a sixty (60) day basic "extended reporting period" without additional charge.
- D.** Provided the first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty-four (34) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. In the event that the Aggregate Limit of Liability identified in Item 2.b. of the Declarations to this Policy has been reduced during the "policy period" or basic "extended reporting period", such Aggregate Limit of Liability shall be reinstated to an amount equal to one hundred percent (100%) of the original Aggregate Limit of Liability for the duration of any optional supplemental "extended reporting period". Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
  - 1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives within sixty (60) days following expiration of the "policy period"; and
  - 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

## CLOSURE, REMOVAL OR REPLACEMENT AMENDATORY (Illinois-Specific) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 003
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

**I. Section VI., EXCLUSIONS, of this Policy is hereby amended by addition of the following:**

**Out-of-Service or Replacement Tanks**

"Claims", "remediation costs" or "legal defense expense" arising out of or related to "storage tank incidents" in any way involving a "covered aboveground storage tank" or "covered underground storage tank" first commencing after such "covered aboveground storage tank" or "covered underground storage tank" has been: 1) closed-in place; or 2) replaced, during the "policy period", unless the Insurer has been provided with prior written notice of such action in strict conformance with Section VII., **Reporting and Cooperation**, of this Policy, and the Insurer's intent to continue to provide prospective coverage for such "covered aboveground storage tank" or "covered underground storage tank" has been explicitly confirmed via endorsement to this Policy.

**II. Section VII., Reporting and Cooperation, of this Policy is hereby amended by addition of the following:**

**Notice of Removal or Replacement**

The first "named insured" identified in Item 1. of the Declarations to this Policy must provide written notice to the Insurer of any "insured's" intent to repair, close-in-place, remove from service and/or replace any "covered underground storage tanks" or "covered aboveground storage tanks". Such notice must be provided to the Insurer at the address identified in Item 7.a. no fewer than five (5) business days prior to the commencement date of any intrusive repair, closure-in-place, removal from service and/or replacement activities pertaining to the "covered underground storage tanks" or "covered aboveground storage tanks", and any operational system components thereof.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



## EXTENDED REPORTING PERIOD SCOPE CONFIRMATION (FIRST-PARTY DISCOVERY) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 004
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies all insurance provided under the following:**

#### **TANKSAFE® STORAGE TANK LIABILITY INSURANCE POLICY**

The “insured” and the Insurer hereby agree to the following changes to this Policy:

- I. The notice banner on the Declarations and Page 1. of this Policy is hereby deleted in its entirety and replaced with the following:

**THIS POLICY PROVIDES COVERAGE FOR THIRD-PARTY LIABILITY ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THIS POLICY ALSO PROVIDES COVERAGE FOR FIRST-PARTY REMEDIATION COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY STORAGE TANK INCIDENTS FIRST DISCOVERED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES FOR EXPOSURES RELATED TO COVERED UNDERGROUND STORAGE TANKS, ONLY, ARE SUBJECT TO AND WILL ERODE A SEPARATE AGGREGATE LIMIT OF LIABILITY. LEGAL DEFENSE EXPENSES, GENERALLY, ARE ALSO SUBJECT TO THE DEDUCTIBLE.**

- II. Section I., INSURING AGREEMENTS, Subsection A., THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS, of this Policy is hereby deleted in its entirety and replaced with the following:

**A. THIRD-PARTY CLAIMS AND FIRST-PARTY REMEDIATION COSTS (Coverage A.)**

“Claims” and “remediation costs”, in excess of the deductible amount identified in Item 5. of the Declarations to this Policy, arising out of a “storage tank incident”, provided that the “claim” is first made, or the “insured” first discovers the “storage tank incident” that results in such “remediation costs”, during the “policy period”. Any such “claim” or discovery of a “storage tank incident” must be reported to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”.

The coverage afforded pursuant to this Coverage A. only applies to “storage tank incidents” that first commence on or after the Retroactive Date, if any, identified in Item 3. of the Declarations and before the end of the “policy period”. If no Retroactive Date is identified in the Declarations, or any endorsement attached to this Policy, the “storage tank incident” must first commence during the “policy period”.

- III. Section V., DEFINITIONS, Subsection I., of this Policy is hereby deleted in its entirety and replaced with the following:

**I. “Extended reporting period” means the additional period of time in which to report:**

- 1. A “claim” first made against; or**

2. The discovery of a "storage tank incident" by,

the "insured" during or subsequent to the end of the "policy period" arising from a "storage tank incident" to which this insurance applies. Such "storage tank incident" must commence on or after any applicable Retroactive Date identified in Item 3. of the Declarations to this Policy, but before the end of the "policy period". If no Retroactive Date is identified in the Declarations or any endorsement attached to this Policy, the "storage tank incident" must first commence during the "policy period".

**IV. Section VIII., EXTENDED REPORTING PERIOD, Subsections A. through D., of this Policy are hereby deleted in their entirety and replaced with the following:**

- A.** The first "named insured" identified in Item 1. of the Declarations to this Policy shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following:
1. Cancellation, as described Section IX., **GENERAL CONDITIONS**, Subsection A., or nonrenewal of this Policy in its entirety; or,
  2. With respect to any specific subset of the "covered underground storage tanks" or "covered aboveground storage tanks" covered pursuant to this Policy, the deletion of coverage for such subset during the "policy period" or any corresponding nonrenewal of coverage.
- B.** "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been made on the last day of the "policy period". A "storage tank incident" first discovered by an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, shall be deemed to have been discovered on the last day of the "policy period".
- C.** Provided the first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the "named insured" shall have a one hundred and eighty (180) day basic "extended reporting period" without additional charge.
- D.** Provided first "named insured" identified in Item 1. of the Declarations to this Policy has not purchased any other insurance to replace this Policy, or any such replacement insurance contains a retroactive date that is more recent than the corresponding retroactive date contained in this Policy, the "named insured" shall also be entitled to purchase a supplemental "extended reporting period" of up to thirty (30) months for not more than two hundred percent (200%) of the full Premium identified in Item 6. of the Declarations to this Policy. In the event that the Aggregate Limit of Liability identified in Item 2.b. of the Declarations to this Policy has been reduced during the "policy period" or basic "extended reporting period", such Aggregate Limit of Liability shall be reinstated to an amount equal to one hundred percent (100%) of the original Aggregate Limit of Liability for the duration of any optional supplemental "extended reporting period". Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer shall issue an endorsement providing a supplemental "extended reporting period" provided that the first "named insured" identified in Item 1. of the Declarations to this Policy:
1. Makes a written request, to the address identified in Item 7.b. of the Declarations to this Policy, for such endorsement which the Insurer receives within sixty (60) days following expiration of the "policy period"; and
  2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled by the Insurer, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

## FINANCIAL RESPONSIBILITY CONDITION ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 005
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section **IX., CONDITIONS**, of this Policy is hereby amended by addition of the following:

#### Financial Responsibility And Reimbursement

If this Policy is issued to certify an "insured's" compliance with Federal or State financial responsibility requirements with respect to "covered aboveground storage tanks" or "covered underground storage tanks", the Insurer shall comply with such financial responsibility requirements. Notwithstanding the foregoing, the first "named insured" identified in Item 1. of the Declarations to this Policy agrees to reimburse the Insurer for any payment made by the Insurer on behalf of any "insured", which the Insurer would not have otherwise been obligated to make under the terms and conditions of this Policy, but for: **1)** the agreement contained in the first sentence of this condition, above; **2)** the Insurer's issuance of an amendatory endorsement to this Policy tracking specific, obligatory Federal or State statutory or regulatory language required for use of insurance as a storage tank financial responsibility mechanism; or **3)** the Insurer's issuance of a Certificate evidencing this Policy satisfies the requirements of any Federal or State storage tank financial responsibility program.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

**LOADING AND UNLOADING COVERAGE (TIME ELEMENT REPORTING)  
ENDORSEMENT**

Named Insured City of Dekalb			Endorsement Number 006
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THE COVERAGE AFFORDED PURSUANT TO THIS ENDORSEMENT IS LIMITED BY A DEFINED REPORTING PERIOD AND, THEREFORE, COVERS ONLY CLAIMS AND REMEDIATION COSTS THAT ARISE OUT OF LOADING AND UNLOADING RELATED POLLUTION CONDITIONS THAT ARE REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR THE DEFINED REPORTING PERIOD CONTAINED HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY.**

The "insured" and the Insurer hereby agree to the following changes to this Policy:

**I. Section V., DEFINITIONS, Subsection Q., of this Policy is hereby amended by addition of the following:**

**Q. "Pollution condition"** also means the inadvertent spilling, leaking, discharging, escaping or releasing of the contents of any "covered underground storage tank" or "covered aboveground storage tank" into surface soils, subsurface soils, surface water, sediments or groundwater during the loading or unloading of such "covered underground storage tank" or "covered aboveground storage tank".

**II. Notwithstanding anything contained in the general reporting obligations identified in Section VII. of this Policy which might be construed otherwise, it is a condition precedent to the coverage afforded pursuant to this Endorsement for loading and unloading-related "storage tank incident" that the "insured" provide written notice of such "storage tank incident" to the Insurer within seventy-two (72) hours of the event giving rise to such "storage tank incident".**

All other terms and conditions of the Policy remain unchanged.

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Authorized Representative

## SCHEDULE OF COVERED STORAGE TANKS ENDORSEMENT

<b>Named Insured</b> City of Dekalb			<b>Endorsement Number</b> 007
<b>Policy Symbol</b> TSP	<b>Policy Number</b> G73610734 002	<b>Policy Period</b> 01/01/2023 to 01/01/2024	<b>Effective Date of Endorsement</b> 01/01/2023
<b>Issued By (Name of Insurance Company)</b> ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer agree that the storage tanks identified in the Schedule of Covered Storage Tanks, below, have been added to this Policy as "covered underground storage tanks" or "covered aboveground storage tanks", as applicable.

#### Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	1	10,000	UST	05/01/2016
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	2	550	UST	05/01/2016
City of Dekalb Street Division 1316 Market St. Dekalb IL 60115	3	550	UST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	1	280	AST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	2	280	AST	05/01/2016

City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	3	280	AST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	4	280	AST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	5	280	AST	05/01/2016
City of Dekalb Public Works 1216 Market St. Dekalb IL 60115	6	280	AST	05/01/2016

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

### TANK CONTENTS AMENDATORY (Broadening) ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 008
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

Section V., **DEFINITIONS**, Subsections E. and F., of this Policy are hereby deleted in their entirety and replaced with following:

**E. "Covered aboveground storage tank"** means a stationary tank, and associated piping and appurtenances connected thereto, with less than ten percent (10%) of its volume below ground, but solely to the extent that such tank:

1. Is identified in the Schedule of Covered Aboveground Storage Tanks identified in Item 9. of the Declarations to this Policy or any Schedule of Covered Storage Tanks added to this Policy by endorsement; and
2. Is used to store the following contents, only:
  - a. Petroleum Products; or
  - b. New Lube Oil, Non-Petroleum Based Hydraulic Fluid .

**F. "Covered underground storage tank"** means a petroleum product-containing tank and associated piping and appurtenances connected thereto, with more than ten percent (10%) of its volume below ground, but solely to the extent that such tank:

1. Is identified in the Schedule of Covered Underground Storage Tanks identified in Item 8. of the Declarations to this Policy, or any Schedule of Covered Storage Tanks added to this Policy by endorsement; and
2. Is used to store the following contents, only:
  - a. Petroleum Products; or
  - b. N/A .

All other terms and conditions of the Policy remain unchanged.

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Authorized Representative

**UNDERGROUND STORAGE TANKS AGGREGATE SUBLIMIT OF LIABILITY  
ENDORSEMENT**

Named Insured City of Dekalb			Endorsement Number 009
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

The "insured" and the Insurer hereby agree to the following changes to this Policy:

**Underground Storage Tank Aggregate Sublimit of Liability: \$1,000,000**

The Underground Storage Tank Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "claims" and "remediation costs" arising out of "storage tank incidents" involving "underground storage tanks" to which this Policy applies. The Underground Storage Tank Aggregate Sublimit of Liability shall be subject to the Limits of Liability identified in Items 4.a, 4.b, and 4.d. of the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of those Limits of Liability.

All other terms and conditions of the Policy remain unchanged.

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Authorized Representative

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 010
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

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Authorized Representative



## TERRORISM RISK INSURANCE ACT ENDORSEMENT

Named Insured City of Dekalb			Endorsement Number 011
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

Terrorism Premium (Certified Acts of Terrorism): \$ 0

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer hereby agree to the following changes to this Policy:

- A. With respect to any "hostile acts" or "terrorism" exclusions contained in this Policy, or attached to this Policy by endorsement, such exclusions do not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002, as subsequently extended ("TRIA"), due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained TRIA for a "certified act of terrorism" include the following:
  - 1. The act resulted in insured losses in excess of \$5 million attributable to all types of insurance subject to TRIA; and
  - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Notwithstanding any coverage that may otherwise be afforded for punitive damages under this Policy, if any, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. The coverage afforded under this Endorsement shall expire at the earlier of the following dates:
  - 1. The end of the "policy period", as indicated on the Declarations; or
  - 2. **December 31, 2027.**
- F. The premium for "certified acts of terrorism" coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in TRIA. The federal program established by TRIA is scheduled to terminate at the end of December 31, 2027, unless extended by the federal government.
- G. If this "policy period" extends beyond December 31, 2027, please note that the TRIA premium, above, is premised on the parties' assumption that TRIA will later be extended through the end of the "policy period", thereby mandating that Insurer make available coverage for "certified acts of terrorism" for the entire "policy period". In the event that TRIA is not extended beyond December 31, 2027, or otherwise expires at some point during the "policy period", the Insurer will refund the unearned portion of our TRIA premium to the insured on a pro-rata basis. In the event that new TRIA extension or replacement legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on December 31, 2027, the Insurer reserves the right to re-price and prospectively modify terrorism coverage to conform with the statutory requirements and risks presented by any such new legislation.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

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

### **Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.



## ILLINOIS AMENDATORY ENDORSEMENT

Named Insured City of Dekalb		Endorsement Number 013	
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies all insurance provided under the following:**

#### **TankSafe® Storage Tank Liability Insurance Policy**

The "insured" and the Insurer hereby agree to the following changes to this Policy:

- I.** The text portion of Item 4.c. of the Declarations to this Policy is hereby deleted in its entirety and replaced with the following:

Aggregate Limit of Liability for all Legal Defense  
Expenses for all Storage Tank Incidents  
involving Covered Underground Storage Tanks

- II.** Section II., **LIMITS OF LIABILITY AND DEDUCTIBLE**, Subsections A., E. and F., of this Policy are hereby deleted in their entirety and replaced with the following:

**A.** The Insurer's obligation to pay for "claims", "remediation costs" and "legal defense expenses" shall be reduced by the deductible amount identified in Item 5. of the Declarations to this Policy. If the sum of the "claim" or "remediation costs" is less than the Per Storage Tank Incident Limit of Liability identified in Item 4.a. of the Declarations, the Insurer may pay all or part of the deductible amount to effect settlement of any "claim". Upon notification of the Insurer's payment of such deductible amount, the first "named insured" identified in Item 1. of the Declarations to this Policy shall promptly reimburse the Insurer for the deductible amount that the Insurer has paid on its behalf.

**E.** With respect to coverage afforded pursuant to Coverage B. for insured exposures involving "covered underground storage tanks", only, and Subject to Subsection F., below, the Aggregate Limit of Liability identified in Item 4.c. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy for "legal defense expense" necessarily incurred to respond to all "claims" arising out of all "storage tank incidents" involving "covered underground storage tanks" to which this insurance applies.

**F.** The Total Policy Aggregate Limit of Liability identified in Item 4.d. of the Declarations to this Policy shall be the maximum liability of the Insurer pursuant to this Policy with respect to all "claims", "remediation costs" arising out of all "storage tank incidents", and "legal defense expense" arising out of all storage tank incidents" involving "covered underground storage tanks", only, to which Coverages A. and B. of this insurance apply.

- III.** Section III., **DEFENSE AND SETTLEMENT**, Subsections A. and C., of this Policy are hereby deleted in their entirety and replaced with the following:

**A.** The Insurer shall have the right and, subject to the deductible obligation identified in Item 5. of the Declarations to this Policy, the duty to defend the "insured" against any "claim" to which this insurance applies. The Insurer shall have no duty to defend the "insured" against any "claim" to which this insurance does not apply. The Insurer's duty to defend ends when:

- 1.** The Limits of Liability identified in Items 4.a., 4.b. or 4.d. are exhausted or are tendered into a court of applicable jurisdiction;

2. The "insured" refuses a settlement offer as provided in Subsection D., below; or,
3. With respect to insured exposures involving "covered underground storage tanks", only, the Limits of Liability identified in Items 4.c. are exhausted,

whichever occurs first.

- C. "Legal defense expenses" shall be subject to the deductible obligation. "Legal defense expense" incurred with respect to insured exposures involving "covered underground storage tanks", only, shall reduce the Limits of Liability identified in Items 4.c. and 4.d. of the Declarations to this Policy.

IV. Section V., **DEFINITIONS**, Subsection J., of this Policy is hereby deleted in its entirety.

V. Section V., **DEFINITIONS**, Subsections L. and N., of this Policy are hereby deleted in their entirety and replaced with the following:

- L. "**Insured**" means any "named insured", any "additional insured", and any past or present director or officer of, partner in, or employee of, any "insured" while acting within the scope of his or her duties as such.
- N. "**Named insured**" means the person or entity identified in Item 1. of the Declarations to this Policy and any other person or entity specifically endorsed onto this Policy as a "named insured", if any.

VI. Section VI., **EXCLUSIONS**, Subsection C., **Fines and Penalties**, and Subsection L., **War or Terrorism**, of this Policy are hereby deleted in their entirety and replaced with the following:

**C. Fines and Penalties**

Payment of fines, penalties, punitive, exemplary or multiplied damages, or any associated "claims" seeking exclusively injunctive relief in addition to such fines, penalties or damages.

This exclusion shall apply to any "legal defense expense" associated with such fines, penalties or damages. However, this exclusion shall not affect the Insurer's obligation, if any, to defend the "insured" with respect to "claims" that seek compensatory damages and punitive, exemplary or multiplied damages.

**L. War or Terrorism**

"Claims", "remediation costs" or "legal defense expenses" arising out of or related to "storage tank incidents" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion shall only apply if one or more of the following are attributable to the incident of "terrorism":

1. The total of insured damage to all types of property from related incidents of "terrorism" within a seventy-two (72) hour period exceed \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Insurer will include all insured damage sustained by property of all persons and entities affected by the related incidents of "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions;
2. Fifty or more persons sustain death or serious physical injury from related incidents of "terrorism" within a seventy-two (72) hour period. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death;
  - b. Protracted and obvious physical disfigurement; or

- c. Protracted loss of or impairment of the function of a bodily member or organ;
- 3. The incident of "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- 4. The incident of "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that the incident of "terrorism" was effectuated in whole or in part to release such materials.

Paragraphs 1. and 2., immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this terrorism exclusion will apply to that incident. When the terrorism exclusion applies to an incident of "terrorism", there is no coverage under this Policy.

In the event of any incident of "terrorism" that is not subject to the terrorism exclusion, coverage does not apply to any "claims", "remediation costs" and "legal defense expenses" that are otherwise excluded under this Policy.

Multiple incidents of "terrorism" which occur within a seventy-two (72) 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.

**VII. Section IX., GENERAL CONDITIONS, Subsection I., Jurisdiction and Venue, and Subsection J., Choice of Law, of this Policy are deleted in their entirety.**

**VIII. Section IX., GENERAL CONDITIONS, Subsection A., Cancellation, Subsection D., Bankruptcy, Subsection F., Representations, Subsection G., Separation of Insureds, and Subsection H., Other Insurance, of this Policy are hereby deleted in their entirety and replaced with the following:**

**A. Cancellation and Nonrenewal**

- 1. This Policy may be cancelled only by first "named insured" identified in Item 1. of the Declarations to this Policy, or through its agent, by mailing to the Insurer at the address listed in Item 7.b. of the Declarations, written notice stating when such cancellation shall be effective.
- 2. This Policy may be cancelled by the Insurer for the following reasons:
  - a. Non-payment of Premium;
  - b. This Policy was issued because of material misrepresentation;
  - c. Any "insured" has breached the terms and conditions of this Policy;
  - d. The risk originally accepted has measurably increased;
  - e. The Insurer certifies to the Director of Insurance of the loss of reinsurance for all or a substantial part of the underlying risk; or
  - f. The Director of Insurance determines that continuation of this Policy could place the Insurer in violation of Illinois insurance laws,

by mailing to all "named insureds" for whom the Insurer received prior contact information, at those "named insureds" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. Proof of mailing will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".
- 3. If the Insurer decides not to renew this Policy, the Insurer will mail written notice of nonrenewal, stating the reasons for nonrenewal, to all "named insureds" for whom the

Insurer received prior contact information, at least sixty (60) days prior to the expiration of this Policy.

Any notice of nonrenewal will be mailed to the "named insureds" last mailing address provided to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. In the event of cancellation, the premium percentage identified in Item 6. of the Declarations to this Policy shall be the minimum-earned premium upon the inception date of this Policy. Thereafter, the remaining unearned premium, if any, shall be deemed earned by the Insurer on a *pro rata* basis over the remainder of the "policy period". Any unearned premium amounts due the first "named insured" identified in Item 1. of the Declarations upon cancellation of this Policy shall be calculated on a *pro rata* basis and refunded within thirty (30) days of the effective date of cancellation.

#### **D. Bankruptcy**

The insolvency or bankruptcy of any "insured" or any "insured's" estate shall not relieve the Insurer of its obligations pursuant to this Policy. However, any such insolvency or bankruptcy of the "insured" or any "insured's" estate shall not relieve the first "named insured" identified in Item 1. of the Declarations to this Policy of its deductible obligation pursuant to this Policy. This insurance shall not replace any other insurance to which this Policy is excess, nor shall this Policy drop down to be primary, in the event of the insolvency or bankruptcy of any underlying insurer.

#### **E. Representations**

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;
2. Those statements are based upon representations the first "named insured" identified in Item 1. of the Declarations to this Policy made to the Insurer; and
3. This Policy has been issued in reliance upon the first "named insured's" representations.

#### **F. Separation of Insureds**

Except with respect to the Limits of Liability, Cancellation Conditions 2.a. and 2.c., the Fraud or Misrepresentation Exclusion, the Intentional Non-Compliance Exclusion, the Known Conditions Exclusion, the Regulatory Compliance Exclusion and any obligations specifically assigned to the first "named insured" identified in Item 1. of the Declarations, this Policy applies:

1. As if each "named insured" were the only "insured"; and
2. Separately to each "named insured" against whom a "claim" is made.

#### **H. Other Insurance**

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

##### **1. Primary Insurance**

This Policy is primary insurance, except when Paragraph 2., below, applies. If this Policy is primary insurance, the Insurer's obligations are not affected unless any of the other insurance is also primary. In that event, the Insurer will share with all other insurance providers by the method described in Paragraph 3., below.

##### **2. Excess Insurance**

This insurance is excess over the following:

- a. Other valid and collectible insurance available to the "insured" covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy. The insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

- b. Any other primary insurance available to the "insured" covering liability for "storage tank incidents" emanating from "covered aboveground storage tanks" or "covered underground storage tanks", for which the "insured" has been added as an additional insured.

When this insurance is excess, the Insurer shall have no duty to defend any "claim" if any other insurer has a duty to defend the "insured" against that "claim". If no other insurer defends, the Insurer will undertake to do so, subject to the "self-insured retention" and Limits of Liability applicable to this Policy, but the Insurer will be entitled to the "insured's" rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the loss, if any, that exceeds the sum of: 1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and 2) the total of all deductible and self-insured amounts under all that other insurance.

The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Paragraph 2.

### **3. Method Of Sharing**

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

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



## SIGNATURES

Named Insured City of Dekalb			Endorsement Number 014
Policy Symbol TSP	Policy Number G73610734 002	Policy Period 01/01/2023 to 01/01/2024	Effective Date of Endorsement 01/01/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

JULIET SCHWEIDEL, Secretary

JOHN J. LUPICA, President

Authorized Representative

**ILLINOIS NOTICE TO POLICYHOLDERS  
REGARDING THE RELIGIOUS FREEDOM  
PROTECTION AND CIVIL UNION ACT**

Dear Policyholder:

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.



## QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

Chubb Customer Support Services Department:  
436 Walnut Street  
Philadelphia, Pennsylvania 19106-3703

Telephone Number: 1-800-352-4462  
Email: [ChubbUSCustomerServices@chubb.com](mailto:ChubbUSCustomerServices@chubb.com)

The **Illinois Department of Insurance** may also be contacted for assistance. Insurance analysts are available to answer general questions by phone at our toll-free Consumer Assistance Hotline (866) 445-5364. **However, complaints must be submitted in writing.**

### How to file a complaint with the Insurance Department:

Complaints may be submitted in the following ways:

- On-line at <https://insurance.illinois.gov/applications/ComplaintForms/default.aspx> and by following the instructions posted.
- By fax: (217) 558-2083
- By email at [consumer\\_complaints@ins.state.il.us](mailto:consumer_complaints@ins.state.il.us)
- By mail: 320 W. Washington St. Springfield, IL 62767 or 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603



### **Chubb Producer Compensation Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

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

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

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

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

**UNDERGROUND STORAGE TANK CERTIFICATE OF INSURANCE TO  
DEMONSTRATE FINANCIAL RESPONSIBILITY  
STATE OF ILLINOIS**

**Facility Name(s) and Address(es):**

City of Dekalb Street Division located at 1316 Market St. in Dekalb, IL 60115

City of Dekalb Public Works located at 1216 Market St. in Dekalb, IL 60115

**Policy Number:** G73610734 002**Period of Coverage:** From 12:01am 01/01/2023 to 12:01am 01/01/2024**Name of Insurer:** ACE American Insurance Company**Address of Insurer:** c/o Westchester, 11575 Great Oaks Way, Ste 200, Alpharetta, GA 30022**Name of Insured:** City of Dekalb**Address of Insured:** 164 E. Lincoln Hwy  
Dekalb, IL 60115**Certification:**

1. ACE American Insurance Company, the Insurer, as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

<u>Facility</u>	<u>Identification No.</u>	<u>Number of Tanks</u>
1316 Market St.		3 UST(s)
1216 Market St.		0 UST(s)

for taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the underground storage tank(s) identified above.

The limits of liability are:

- |                |                  |
|----------------|------------------|
| a. \$1,000,000 | Each Occurrence  |
| b. \$1,000,000 | Annual Aggregate |

exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under G73610734 002. The effective date of said policy is 01/01/2023.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- a. Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this certificate applies.
  - b. The Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95-280.102 and 280.104-280.107.
  - c. Whenever requested by a Director of an implementing agency, the Insurer agrees to furnish to the Director a signed duplicate original of the policy and all endorsements.
  - d. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or

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misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

- e. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in *40 CFR 280.97(b)(2)* and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states.



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Authorized Representative of Insurer

Biju Chacko

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Name

Vice President, Westchester – Environmental

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Title

400 Inverness Parkway, Suite 300, Englewood, CO 80112

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Address