



December 22, 2020

David Engler  
Chair  
Town of Bowdoinham Select Board  
13 School Street  
Bowdoinham, Maine 04008

RE: Best Management Practice Review  
Will Panzino  
791 Carding Machine Road, Bowdoinham, Maine  
St.Germain File No.: 4529-0001

Dear Mr. Engler:

St.Germain has reviewed the proposed vehicle management plan from Will Panzino and determined that it meets Best Management Practice standards for the handling of vehicles and fluids in the event of a spill.

If you have any questions, please contact us at 207-591-7000.

Sincerely,  
ST.GERMAIN

A handwritten signature in black ink, appearing to read "Anthony Ortiz", is written over the printed name.

Anthony Ortiz  
Senior Project Manager

Attachments

Attachment A Proposed Vehicle Management Plan

**ATTACHMENT A**

**Proposed Vehicle Management Plan**

**Will Panzino  
791 Carding Machine Road  
Bowdoinham, Maine**

**Archived:** Tuesday, December 22, 2020 2:51:39 PM

**From:** [will panzino](#)

**Sent:** Fri, 11 Dec 2020 19:25:50 +0000ARC

**To:** [Anthony Ortiz](#)

**Subject:** Plan

**Sensitivity:** Normal

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My plan is to go pick up a car with my trailer. Bring it back to my house. Pull into my large driveway with car still on the trailer. Put my truck in park. Open my truck door and get out. Then I will proceed to walk up to my loader. A loader is a 4wd machine with a bucket and a forklift attachment. Turn the key in the loader. That's how a loader is started. Once I turn the key then the loader starts up. I will drive the loader to the car and use the forks to pick up the car through the open windows. I will bring the car down the access road to the car overflow lot and set it down. I will put absorbent mat under the car and on top of the mat will be a large drip tray to catch any possible fluid drips..

This process will be repeated about 10 times. I WILL BE AT THE OVERFLOW LOT EVERY DAY TO CHECK ON POSSIBLE LEAKS!

#### PLAN ON HOW TO GET A CAR TO THE SHOP:

I will once again get into the loader turning the key to start. Which will start the loader allowing it to drive. I will drive it down the access road to pick up a car with the forks safely through the open windows. I will carry the car back up to the front of the property and put it in my shop. MY SHOP HAS A CONCRETE FLOOR AND A FIRE EXTINGUISHER. There I will remove the battery, the catalytic converter, and aluminum rims if it has them.

To remove a battery: I will use a wrench possibly a 10 mm or a 12 mm size to loosen up the connections positive and negative. A wrench is a tool that is commonly used to loosen nuts and bolts.

To remove a catalytic converter: I will use a Sawzall to cut it off. A Sawzall is a multi use power tool commonly used for cutting.

To remove the aluminum rims if the vehicle has them: I will first jack up the car with something called a floor jack which is commonly used for lifting cars off the ground. I will use a ratchet to loosen lug nuts. A ratchet is a tool commonly used to loosen nuts and bolts. A lug nut is a nut that holds the rim on the car. After the rim is removed from the car I will use a pry bar to remove the tire from the rim. A pry bar is used to pry on things.

STORAGE OF CATALYTIC CONVERTERS: will be stored in a large 8 ft by 8ft water proof steel box with locking doors. A box is something used to contain things. once I have 10 catalytic converters saved up I will contact a mobile auto recycling company to come to my shop and pick them up.

STORAGE OF BATTERIES: batteries will be stored in my shop and the batteries will sit in a plastic bin to prevent possible battery acid from getting on the floor. A battery is used to start cars. Once I have 10 batteries saved up I will contact a mobile recycling company to come pick them up

STORAGE OF ALUMINUM RIMS: aluminum rims will be stored in an 8ft by 8ft waterproof box with locking front doors. Once I have 10 rims saved up I will contact a mobile recycling company to come pick them up.

THESE ARE THE ONLY THINGS THAT WILL BE REMOVED FROM THE CAR!!

#### FINISHING PROCESS

after those materials have been removed I will once again get in my loader and turn the key to the on position thus starting up the loader. I will pick the car up safely through the open windows and set the car gently back on the trailer. I will then park the loader and turn the key to the off position thus shutting the loader off. I will climb safely out of the loader and approach the car that I set on the trailer and properly chain and secure it to said trailer. Then I will proceed in getting into my truck and I will start the truck and drive to an auto recycling facility and drop the car off to them.

**IN THE EVENT OF AN UNLIKELY BUT POSSIBLE FLUID SPILL:**

I will immediately put a drip pan under the vehicle to stop anymore fluid from leaking. Whats on the ground i will immediately cover up with fluid absorbent mats and I will call environmental protection agency in auburn which is an on-call fluid spill cleanup contractors and have them come over and professionally clean up the spill.

**SPILL PREVENTION PLAN:** my plan to prevent spills will be to not pick up the car with forks underneath it, i will NOT draining fluids on site, I will not allow the vehicle to rest on its side or the roof, I will not stack vehicles on top of one another.

This concludes my material handling and spill prevention plan.

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

## Nicole Briand

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**From:** will panzino <willpanzino1988@outlook.com>  
**Sent:** Tuesday, January 12, 2021 4:20 PM  
**To:** Nicole Briand  
**Subject:** Fwd: Specimen policy  
**Attachments:** Specimens.pdf; Attachment.pdf

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Amy Harper <amyh@bhm-ins.com>  
**Sent:** Tuesday, January 12, 2021 4:16:38 PM  
**To:** 'will panzino' <willpanzino1988@outlook.com>  
**Subject:** FW: Specimen policy

Specimen policy is not going to mirror exact coverage offered as it is a sample. Please find the quote for the coverages offered and once bound these coverages will remain in force until instructed otherwise.

Thank you,

*Amy Harper*

67 Foster Street, Ellsworth ME 04605

P: (207)667-5578

F: (207)667-2817

[amyh@bhm-ins.com](mailto:amyh@bhm-ins.com)

[www.browncandmilliken.com](http://www.browncandmilliken.com)



**From:** Amy Harper  
**Sent:** Tuesday, January 12, 2021 3:48 PM  
**To:** 'will panzino' <willpanzino1988@outlook.com>  
**Subject:** Specimen policy

*Amy Harper*

67 Foster Street, Ellsworth ME 04605

P: (207)667-5578

F: (207)667-2817

[amyh@bhm-ins.com](mailto:amyh@bhm-ins.com)

[www.browncandmilliken.com](http://www.browncandmilliken.com)



WORCESTER, MA 01615-0089  
 (800)922-8195 FAX: (508)852-1245  
 CUSTOMER SERVICE: (866)412-2431

<b>A</b>	<b>CASH PRICE (TOTAL PREMIUMS)</b>	<b>\$7,240.99</b>	<b>AGENT</b> (Name & Place of business) UNION RIVER INSURANCE INC P.O. BOX 707 ELLSWORTH, ME 04605 (207)667-5578 FAX: (207)667-2817	<b>INSURED</b> (Name & Residence or business) Will Panzino 791 Carding Machine Rd Bowdoinham, ME 04008 (207)240-2943
<b>B</b>	<b>CASH DOWN PAYMENT</b>	<b>\$1,810.25</b>		
<b>C</b>	<b>PRINCIPAL BALANCE (A MINUS B)</b>	<b>\$5,430.74</b>		

Commercial

Account #: \_\_\_\_\_

**LOAN DISCLOSURE**  
 Additional Policies Scheduled on Page 3

Quote Number: 14305794

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  7.430%	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  \$169.51	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.  \$5,430.74	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled  \$5,600.25
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**YOUR PAYMENT SCHEDULE WILL BE**

<b>Number Of Payments</b>	<b>Amount Of Payments</b>
9	\$622.25

**When Payments Are Due**

**Beginning:**

MONTHLY  
02/15/2021

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed by the actuarial method on a 360 day basis or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	01/15/2021	BERKLEY CASUALTY COMPANY RISK PLACEMENT SERVICES, INC	POLLUTION	25.00%	12	6,000.00 Fee: 100.00 Tax: 180.00
					Broker Fee:	\$0.00
					<b>TOTAL:</b>	<b>\$7,240.99</b>

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.**

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

\_\_\_\_\_  
Signature of Insured or Authorized Agent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
DATE

Insured and Lender further agree that:**3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Missouri will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.



**AGENT**  
 (Name & Place of business)  
 UNION RIVER INSURANCE INC  
 P.O. BOX 707  
 ELLSWORTH, ME 04605  
 (207)667-5578 FAX: (207)667-2817

**INSURED**  
 (Name & Residence or business)  
 Will Panzino  
 791 Carding Machine Rd  
 Bowdoinham, ME 04008  
 (207)240-2943

Account #: _____		<b>SCHEDULE OF POLICIES</b> (continued)			Quote Number: 14305794	
<b>POLICY PREFIX AND NUMBER</b>	<b>EFFECTIVE DATE OF POLICY</b>	<b>INSURANCE COMPANY AND GENERAL AGENT</b>	<b>COVERAGE</b>	<b>MINIMUM EARNED PERCENT</b>	<b>POL TERM</b>	<b>PREMIUM</b>
PENDING	01/15/2021	NORTHFIELD INSURANCE CO RISK PLACEMENT SERVICES, INC	GENERAL LIABILITY	25.00%	12	748.00 Fee: 185.00 Tax: 27.99
				Broker Fee:		\$0.00
				<b>TOTAL:</b>		<b>\$7,240.99</b>

# Nautilus Insurance Company

An Arizona Corporation

## COMMERCIAL LINES POLICY

**THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr  
President



Philip S. Welt  
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627  
Policy Issuing Office: 101 Hudson Street, Ste. 2550, Jersey City, NJ 07302 (800) 259-2560



It is vitally important that you contact us as soon as possible when an accident happens.

Under all circumstances, you must follow the claim reporting requirements of your policy including, but not limited to, providing us written notice of the claim.

## Claim Services

*By knowing your industry and speaking your language, our claim professionals can focus on meeting your unique business needs and offer you the superior claim service you deserve through responsible claim management and aggressive mitigation.*

*We are confident our dedicated teams of claim professionals will add value to your organization and help you succeed in accomplishing your risk management objectives.*

**Request Access to our Online Portal:**  
<http://berkleyenvironmental.com/request-access/>

**For registration questions or assistance:**  
Lisa Schorfheide  
Claims Services Director  
(469) 802-4289  
[claimshelp@berkleyenvironmental.com](mailto:claimshelp@berkleyenvironmental.com)

### Automobile Claims

**Submit online:**  
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

**\*\*New User? Registration Required. See 'Request Access to our Online Portal' link**

**Phone:** (201) 748-3111  
**Fax:** (866) 343-5724

**Email:**  
[autoclaims@berkleyenvironmental.com](mailto:autoclaims@berkleyenvironmental.com)

**Mailing Address:**  
101 Hudson Street  
25<sup>th</sup> Floor, Suite 2550  
Jersey City, NJ 07302

### Workers Compensation Claims

**Submit online:**  
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

**\*\*New User? Registration Required. See 'Request Access to our Online Portal' link**

**Phone:** (800) 259-2560  
**Fax:** (866) 360-1718

**Email:**  
[workcompclaims@berkleyenvironmental.com](mailto:workcompclaims@berkleyenvironmental.com)

**Mailing Address:** PO Box 140789  
Irving, TX 75014-0789  
**Street Address:** 600 E. Las Colinas Blvd,  
Suite 1344  
Irving, TX 75039

**For registration questions or assistance, please contact Lisa Schorfheide | Claims Services Director at (469) 802-4289 or [claimshelp@berkleyenvironmental.com](mailto:claimshelp@berkleyenvironmental.com).**

### General Liability, Environmental Liability and Professional Liability Claims

**Phone:** (201) 748-3111  
**Fax:** (866) 343-5724

**Email:**  
[liabilityclaims@berkleyenvironmental.com](mailto:liabilityclaims@berkleyenvironmental.com)

**Mailing Address:**  
101 Hudson Street  
25<sup>th</sup> Floor, Suite 2550  
Jersey City, NJ 07302

**Supporting claims documents may be submitted online through the Berkley Environmental Claim Document Upload Center:**  
<https://bit.ly/2I4SAZu>

### Berkley Environmental Support Team (BEST)

We understand environmental spills and releases can be extremely stressful events.

That's why we're proud to offer you a free fully staffed 24 hour – 7 day a week emergency response call center staffed with experienced professionals with a national network of emergency response providers able to file agency spill notifications.

Call (877) 900-5645\* to report your environmental spill or release.

**\*Available In Case of Emergencies, Weekends or Holidays**

# NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

## SITE SPECIFIC POLLUTION LIABILITY DECLARATIONS

**POLICY NUMBER:**

NEW

**INSURED'S NAME AND ADDRESS:**

William Panzino  
791 Carding Machine Rd  
Bowdoinham, ME 04008

**PRODUCER'S NAME AND ADDRESS:**

PartnerOne Environmental  
P O Box 1532  
Charlottesville, VA 22902  
Producer No.: 0741

**POLICY PERIOD:** January 31, 2021 to January 31, 2023 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**COVERAGE AND LIMITS OF INSURANCE:**

Coverage Description	Per Pollution Condition Limit	Coverage Section Limit
A – First Party Cleanup Costs	Not Provided	Not Provided
B – Third Party Claims for Cleanup Costs, Bodily Injury or Property Damage	Not Provided	Not Provided
C – Third Party Claims for Non-Owned Disposal Sites	Not Provided	Not Provided
D – Third Party Claims for Contingent Transportation	Not Provided	Not Provided

**NOTICE TO THE INSURED:**

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

**RETROACTIVE DATES:**

Retroactive Date - All Other Coverage(s): SEE ENDORSEMENTS ATTACHED TO THIS POLICY

**DESCRIPTION OF BUSINESS:**

Individual

**SCHEDULE OF COVERED LOCATION(S):**

SEE SCHEDULE OF COVERED LOCATION(S) ENDORSEMENT FORM ATTACHED TO THIS POLICY.

**PREMIUM:**

SITE SPECIFIC POLLUTION LIABILITY COVERAGE:	\$ 6,000
TERRORISM RISK INSURANCE ACT:	\$ 240
<b>POLICY PREMIUM:</b>	<b>\$ 6,240</b>
<b>MINIMUM EARNED PREMIUM:</b>	<b>25.00%</b>

**FORMS AND ENDORSEMENTS (Other than applicable forms and endorsements shown elsewhere in the policy):**Forms and Endorsements applying to this policy and made part of this policy at time of issue:  
SEE SCHEDULE OF FORMS AND ENDORSEMENTS**NAME AND ADDRESS OF ADMINISTRATIVE OFFICE:**Berkley Environmental (A Berkley Company)  
Two Ravinia Drive, Suite 1100, Atlanta, GA 30346  
Phone No.: (404) 443-2040, See CLAIMS NOTICE for claims contact information.**THIS DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Issue Date: 01/07/21

## SCHEDULE OF FORMS AND ENDORSEMENTS

**Policy Number:**

**Named Insured:**

**FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:**

**FORM NUMBER**

**FORM TITLE**

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SPECIMEN

## SERVICE OF SUIT - MAINE

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Kenneth Keene, c/o CT Corporation System at 128 State Street, #3, Augusta, ME 04330, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

## SITE SPECIFIC POLLUTION LIABILITY

**THIS FORM INCLUDES CLAIMS MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

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 an **insured** under this policy. The words "we", "us", and "our" refer to the Company providing this insurance. Words and phrases that appear in bold have special meaning. Refer to Section VIII. **DEFINITIONS.**

This policy provides coverage on a discovery and/or claims made and reported basis. Coverage provided herein under the respective insuring agreements only applies to a **pollution condition** first discovered or **claim** first made against you and reported to us, in writing, during the **policy period** or, where applicable, the **extended reporting period**. **Defense costs** are subject to and shall erode the Limits of Insurance and any applicable **Self-Insured Retention**.

**The coverages described below are in effect only if scheduled on the Declarations. Any coverage not shown on the Declarations or listed as "Not Provided" is not a part of this policy and is excluded.**

The application and supplemental materials and information submitted therewith, are the basis of this policy and are incorporated into and constitute a part of this policy. Any materials and information received in application for the policy will be maintained on file with the Company and shall be deemed to be attached to the policy as if physically attached. It is agreed by all **insureds** that the statements in the application and supplemental materials are representations made on behalf of all **insureds**, that they are material, and that this policy is issued by the Company in reliance upon the truth of such representations. The policy includes all of the agreements existing between the **insureds** and the Company or any of its agents relating to this policy.

In consideration of the payment of the premium and the undertaking of the **insured** to pay the **Self-Insured Retention** as described herein, and subject to the Limits of Insurance of this insurance as set forth in the Declarations, and the exclusions, conditions, and other terms of this policy, the Company agrees with the **insured** as follows:

### I. **INSURING AGREEMENTS**

#### 1. **COVERAGES**

##### **COVERAGE A – FIRST PARTY CLEANUP COSTS**

To pay on behalf of the **insured** for **cleanup costs** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **pollution condition** on, at, under or migrating from a **covered location(s)**, provided that:

1. The **pollution condition** is first discovered during the **policy period** and reported to us, in writing, during the **policy period** or **extended reporting period**, if applicable, and
2. Such **pollution condition** first commences on or after the **retroactive date**.

##### **COVERAGE B – THIRD PARTY CLAIMS FOR CLEANUP COSTS, BODILY INJURY OR PROPERTY DAMAGE LIABILITY**

To pay on behalf of the **insured** for **cleanup costs**, **loss** from **bodily injury** or **property damage**, and associated **defense costs**, in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** made against the **insured** by a third party, to the extent resulting from a **pollution condition** on, at, under or migrating from a **covered location(s)**, provided that:

1. The **claim** is first made against the **insured** during the **policy period**, and reported to us, in writing, during the **policy period** or, where applicable, **extended reporting period**, and
2. The **pollution condition** first commences on or after the **retroactive date**.



## COVERAGE C – THIRD PARTY CLAIMS FOR NON-OWNED DISPOSAL SITE(S)

To pay on behalf of the **insured** for **cleanup costs**, **loss** from **bodily injury** or **property damage**, and associated **defense costs**, in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** made against the **insured** by a third party, to the extent resulting from a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)**, provided that:

1. The **claim** is made by a third party which is not an owner, operator or contractor of the **non-owned disposal site(s)**,
2. The **claim** is first made against the **insured** during the **policy period**, and reported to us, in writing, during the **policy period** or, where applicable, **extended reporting period**, and
3. The **pollution condition** first commences on or after the **retroactive date**.

## COVERAGE D – THIRD PARTY CLAIMS FOR CONTINGENT TRANSPORTATION

To pay on behalf of the **insured** for **cleanup costs**, **loss** from **bodily injury** or **property damage**, and associated **defense costs**, in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** made against the **insured** by a third party, to the extent resulting from a **pollution condition** occurring during the course of **transportation** by a **carrier** to or from a **covered location(s)**, including any loading or unloading, provided that:

1. The **claim** is first made against the **insured** during the **policy period**, and reported to us, in writing, during the **policy period** or, where applicable, **extended reporting period**, and
2. The **pollution condition** first commences on or after the **retroactive date**.

## 2. DEFENSE COSTS FOR THIRD PARTY CLAIMS

We will have the right and duty to defend any **claim** to which this insurance applies. **Defense costs** shall be subject to and shall erode the Limits of Insurance and any applicable **Self-Insured Retention**. We may at our discretion investigate any **pollution condition** and adjust or settle any **claim** that may result. We will have no duty to defend the **insured** against any **claim** to which this policy does not apply. Our right and duty to defend shall cease when the applicable Limit of Insurance, as described in the Declarations and Section IV. **LIMITS OF INSURANCE** has been exhausted by payment of **defense costs**, **cleanup costs** or **loss**.

## II. EXCLUSIONS

This insurance does not apply to **cleanup costs**, **loss**, **claims** or associated **defense costs** based upon, arising out of, or relating to:

### 1. Asbestos

Any asbestos in any form, including but not limited to, asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials. This exclusion shall not apply to:

- a. **Cleanup costs** to the extent directly and solely attributable to asbestos or asbestos containing materials in soil or groundwater; and
- b. **Cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of asbestos at a **covered location** during the **policy period**; however, such **cleanup costs** will only apply to that portion of the asbestos that has been inadvertently disturbed and will not apply to the disturbance of asbestos caused in whole or in part during any asbestos abatement, removal, or repair project or any building renovation project at a **covered location**.

### 2. Business Interruption

Any **insured's** loss of use of any business, loss of income or profit, or consequential loss of any kind or nature to any business operation, unless specifically endorsed onto this policy.

### 3. Contractual Liability

The liability of others assumed by an **insured** in a contract or agreement. This exclusion shall not apply to liability that the **Named Insured** would have in the absence of the contract or agreement or for liability it assumed under those contracts listed in the Schedule of Insured Contracts endorsement attached to this policy, if applicable.

#### 4. Criminal Fines and Penalties

Any criminal fine, criminal penalty, criminal assessment, punitive, exemplary or multiplied damages, or injunctive relief. This exclusion shall not apply to punitive or exemplary damages where such coverage is allowable by law.

#### 5. Employer's Liability

**Bodily injury to:**

a. An employee of any **insured** arising out of and in the course of:

(1) Employment by any **insured**; or

(2) Performing duties related to the conduct of any **insured's** business; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph a. above.

c. Damages based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

This exclusion applies:

(a) Whether any **insured** may be liable as an employer or in any other capacity; or

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### 6. Financial Assurance

Any obligation to demonstrate or meet financial assurance or financial responsibility requirements under any federal, state or local law including any requirement that the **insured** obtain a bond. This exclusion shall not apply to any such obligation specifically provided by endorsement onto this policy, if any.

#### 7. Insured vs. Insured

**Claims** or liability asserted by one **insured** against another **insured**. This exclusion does not apply to a **claim** that arises out of an indemnification given by the **Named Insured** to another **insured** in a written contract that was submitted and approved by the company and listed in the Schedule of Insured Contracts endorsement attached to this policy.

#### 8. Insured's Property

**Property damage** to real or personal property owned by, leased to, rented by, occupied, operated by, or loaned to any **insured**, or otherwise in the care, custody or control of any **insured**. This exclusion shall not apply to **cleanup costs** including **restoration costs**.

#### 9. Internal Expense

Expenses incurred by the **insured** for services performed by employees of the **insured** or of any affiliate, parent, subsidiary, or entity with common ownership. This exclusion shall not apply to **emergency expenses**.

#### 10. Knowingly Wrongful Acts

Any **responsible insured's** dishonest, fraudulent, malicious, knowingly wrongful, deliberate disregard, or willful or intentional non-compliance with any law, statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

## 11. Lead-based Paint

Lead-based paint in, on, coming from or applied to any building or structure. This exclusion shall not apply to:

- a. **Cleanup costs** to the extent directly and solely attributable to lead-based paint in soil or groundwater; and
- b. **Cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of lead-based paint at a **covered location** during the **policy period**. However, such **cleanup costs** will only apply to that portion of the lead-based paint that has been inadvertently disturbed and will not apply to the disturbance of lead-based paint caused in whole or in part during any lead-based paint abatement or removal project or any building renovation project at a **covered location**.

## 12. Material Change in Use

A material change in the use of, or the operations at, a **covered location** from the use or operations identified on the Declarations page of this policy, or on the Schedule Of Covered Locations With Intended Use Or Operations endorsement(s) attached to this policy, unless the change in use or operations at the **covered location** is specifically endorsed onto this policy. A material change in use includes, but is not limited to, a change in ownership or a change in use or operations that increases the likelihood or severity of a **claim, loss** or required **cleanup costs** resulting from a **pollution condition** on, at or under a **covered location**; or results in the imposition of more stringent remediation standards than those applicable to the **covered location** as of the effective date of this Policy.

This exclusion applies regardless of when the change in use or operations began.

## 13. New Pollution Conditions at Divested Covered Locations

**Pollution conditions** on, at, under or migrating from any **covered location** where those **pollution conditions** first commence after the **covered location** is sold, given away, or abandoned by the **insured**.

## 14. Non-Disclosed Known Pollution Conditions

**Pollution conditions** known to exist prior to the inception of this policy by any **responsible insured** which was not disclosed in writing to us in the application or supporting materials prior to the inception date of this policy. Any **pollution condition** disclosed in writing to us and not otherwise excluded under this policy is deemed to be discovered on the date a **covered location** is endorsed onto this policy.

## 15. Nuclear Hazard

### a. Bodily injury, property damage or cleanup costs:

- (1) With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the **hazardous properties of nuclear material** and with respect to which:
  - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - (b) 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization

### b. Bodily injury, property damage or cleanup costs resulting from the hazardous properties of nuclear material, if:

- (1) The **nuclear material**:

- (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**, or
- (b) Has been discharged or dispersed therefrom; or
- (2) The **nuclear material** is contained in a **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (3) The **bodily injury, property damage** or **cleanup costs** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** or **cleanup costs** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear material** means source material, special nuclear material or by-product material.
- c. **Source material, special nuclear material, and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof; **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- d. **Waste** means any waste material:
  - (1) Containing **by-product 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 under the first two paragraphs of the definition of **nuclear facility**.
- e. **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**.
- f. **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.
- g. **Property damage** includes all forms of radioactive contamination of property.

## 16. Products Liability

Arising out of **your product**, including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired by the **insured** or by others trading under its name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto occurring

beyond the boundaries of a **covered location**. This exclusion includes, but is not limited to, any **property damage to your product**. This exclusion does not apply to **COVERAGE D – THIRD PARTY CLAIMS FOR CONTINGENT TRANSPORTATION**.

#### 17. Radioactive Matter

Any liability, in whole or in part, of whatever nature arising out of, resulting from, caused by or contributed by:

- a. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. Any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.

#### 18. Underground Storage Tank(s)

**Pollution conditions** migrating from any **underground storage tank(s)** unless they are:

- a. Listed within the Storage Tank Coverage endorsement attached to this policy, if any; however, coverage for such tanks is limited to the terms and conditions of such endorsement;
- b. **Storage tank system(s)** which are removed prior to the inception date of this policy in accordance with all applicable Federal, State or Local regulations in effect at the time of closure;
- c. **Storage tank system(s)** that are situated in an enclosed underground area of a building or similar enclosed structure, in a basement, cellar or tunnel, if such tank is situated totally upon or above the surface of the floor and the related piping is not run underground; or,
- d. **Storage tank system(s)** which are unknown by any **responsible insured** as of the inception date of this policy.

As to Coverages A and B, however, this exclusion does not apply with respect to any **pollution condition** migrating onto a **covered location** from an **underground storage tank(s)** not located on a **covered location**.

#### 19. War

Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:

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

### III. REPORTING, DEFENSE, SETTLEMENT & COOPERATION

#### 1. Duties in the Event of a Pollution Condition

You must see to it that we are notified as soon as possible, after a **responsible insured** first becomes aware of a **pollution condition** which may result in **cleanup costs**, a **claim**, or in any administrative, governmental, legal action or proceeding to impose an obligation on the **insured** for **cleanup costs**. You shall cooperate and assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured** because of **cleanup**, injury or damage to which this insurance may also apply. Notice shall include:

- a. How, when and where the **pollution condition** or **emergency expense** took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the **pollution condition** or **emergency expense**.

Notice of a **pollution condition**, **emergency expense** or of **cleanup costs** is not notice of a **claim**.

## 2. Duties in the Event of a Claim

If a **claim** is made or **suit** is brought against any **insured** or any legal action is initiated, you must see to it that we receive written notice of the **claim**, **suit** or action as soon as possible, but in any event, during the **policy period** or **extended reporting period**, if applicable.

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

- a. Send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit** as soon as possible;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
- d. Assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.

## 3. Voluntary Payments

No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid and **emergency expenses**, without our consent. In the event that the **Named Insured** incurs **emergency expenses**, the **Named Insured** shall provide notice to the Company within ten (10) days of the first commencement of the **pollution condition** for which the **emergency expenses** have been incurred.

Upon the discovery of a **pollution condition** or incurring **emergency expenses**, the **insured** shall make every attempt to mitigate any **loss** and comply with the applicable environmental laws. The **insured** shall have the responsibility and duty, to select, retain, and oversee contractors or consultants to perform any investigation and/or remediation of any **pollution condition** to which this insurance applies. The **insured** must cooperate with the Company and receive approval in writing of the selection and retention of qualified contractors or consultants.

## 4. Defense, Settlement & Cooperation

The Company shall have the right and the duty to assume the investigation, adjustment or defense of any **claim**. It is further agreed that the Company may make such investigation of any **claim** as it deems expedient, but the Company shall not be obligated to pay any **loss**, **cleanup costs**, or to defend or to continue to defend any **claim** after the applicable limits of the Company's liability have been exhausted by payment of **defense cost**, **cleanup costs**, or **loss**. **Defense costs** shall be subject to and shall erode the Limits of Insurance and any applicable **self-insured retention**. We will have no duty to defend the **insured** against any **claim** to which this policy does not apply.

The **insured** shall cooperate with the Company and offer all reasonable assistance in the investigation of a **pollution condition** and the defense of a **claim** under the applicable coverages purchased. The Company may require that the **insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **insured's** attendance at meetings with the Company. The **insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.

The **insured** shall further cooperate with the Company and do whatever is necessary to secure and affect any rights of indemnity, contribution, or apportionment which the **insured** may have.

In the event the **insured** is entitled by law to select independent counsel to defend it, the following shall apply:

- a. The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.
- b. We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **claims** or **suits** similar to the one pending against the **insured**, and to require such counsel to have errors and omissions insurance coverage. With respect to any such counsel, the **insured** agrees that counsel will timely respond to our request for information regarding the **claim** or **suit**. The **insured** may at any time waive its right to select independent counsel.

The Company shall not settle any **claim** without the consent of the **insured**. If, however, the **insured** shall refuse to consent to any settlement recommended by the Company and shall elect to contest the **claim** or continue any legal proceedings in connection with such **claim**, then the Company's liability for the **claim** shall not exceed the amount for which the **claim** could have been settled plus **defense costs** incurred up to the date of such refusal. Such amounts are subject to the Limits of Insurance and **self-insured retention** provision of the policy.

#### 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. **Covered locations**;
  - c. **Claims** made or **suits** brought; or
  - d. **Persons** or organizations making **claims** or bringing **suits**.
2. The Total All Pollution Conditions and Claims Limit set forth on the Declarations is the most we will pay for the sum of:
  - a. All **cleanup costs** under Coverage A; and
  - b. All **claims** for **cleanup costs** or for **loss** because of all **bodily injury** or **property damage**; and
  - c. All associated **defense costs** incurred for **claims**.
3. Subject to 2. above, the Per Pollution Condition Limit set forth on the Declarations is the most we will pay for the sum of:
  - a. All **cleanup costs** under Coverage A; and
  - b. All **claims** for **cleanup costs** or for **loss** because of **bodily injury** or **property damage**; and
  - c. All associated **defense costs** incurred for **claims**;arising from any one **pollution condition** as referenced in 5. below, regardless of the number of coverages that may apply.
4. Subject to 2. and 3. above, the Coverage Section Limit set forth on the Declarations or under an applicable endorsement is the most we will pay under each individual coverage section for the sum of all **cleanup costs**, **claims**, **loss** and associated **defense costs** incurred under each applicable coverage section stated on the Declarations, or incurred under each other applicable coverages afforded under any endorsements attached thereto.
5. **MULTIPLE POLLUTION CONDITIONS OR CLAIMS**

All continuous or related **pollution conditions** also reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this policy, shall be deemed to have been first discovered and reported during this **policy period** and shall be subject to the same Limit of Insurance. All **claims** and reports of **pollution conditions** made during one or more **policy periods** issued by the Company or its affiliates, providing substantially the same coverages, resulting in **bodily injury, property damage or cleanup costs**, or in any combinations thereof, and arising out of the same, or continuous or related **pollution conditions**, shall be considered one **pollution condition** and will be subject to the same Per Pollution Condition Limit and one **self-insured retention**. Such **claims** or reports of **pollution conditions** shall be deemed first reported to the Company during the **policy period** in which the first such **claim** or report of a **pollution condition** was reported to the Company or an affiliate and will be subject to the Per Pollution Condition Limit and **self-insured retention** applicable to that **policy period**.

Coverage under this policy for such **pollution conditions** or **claims** shall not apply unless, at the time such **pollution conditions** were first discovered and reported or **claim** was first made and first reported, the **insured** has maintained with the Company or its affiliates Site Specific Pollution Liability coverage providing substantially the same coverages on a continuous, uninterrupted basis since the first such **claim** made against the **insured** and reported or the first **pollution condition** was discovered and reported to the Company.

## V. CONDITIONS

### 1. Bankruptcy

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

### 2. Changes

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

### 3. Choice of Law

The **insured** and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any part of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

### 4. Choice of Forum

The **insured** and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any part of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

### 5. Coverage Territory

The coverage provided under this policy shall apply to **covered location(s)** located:

- a. Within the United States of America (including its territories and possessions), Puerto Rico, and Canada;  
or
- b. Within all other parts of the world, if the **insured's** responsibility to pay damages is determined in a legal action or **suit** on the merits, in any court of competent jurisdiction within the territory described in **a.** above



or in a settlement we agree to, however, whenever coverage provided by this policy would be in violation of U.S. export controls or trade sanctions, such coverage is null and void.

## 6. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

## 7. Inspection and Audit

- a. 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 (3) years after the end of the **policy period**;
- b. We may be permitted but not obligated to, interview persons employed by the **insured**; and
- c. We shall be permitted, upon reasonable prior notice, but not obligated, to inspect, sample and monitor the **insured's covered location(s)** during the **policy period** or any time thereafter. Neither our right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the **insured** or others, to determine or warrant that **covered location(s), storage tank system(s)**, property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The **insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

## 8. Legal Action Against Us

No person or organization has the right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- b. 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. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

## 9. Material Change in Risk

The **insured** must notify the Company, in writing, within sixty (60) days of any change in operations at the **covered location(s)** which materially increases the risk from that originally assumed by the Company at policy inception.

## 10. Other Insurance

If other valid and collectible insurance is available to any **insured** covering **cleanup costs, claims, defense costs** or **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. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

## 11. 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.

## 12. 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 **insured** were the only **insured**; and
- b. Separately to each **insured** against whom a **claim** is made or **suit** is brought.

## 13. Sole Agent

The **named insured** shown in the Declarations shall act on behalf of, and serve as the sole agent for all **insureds** with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

## 14. Subrogation

In the event of any payment under this policy by the Company, the Company 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 **insured** shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of **loss** or **cleanup costs** covered under this policy shall accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the **insured** to the extent of its **self-insured retention**. 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.

## 15. Transfer of Policy

This policy shall be void if assigned or transferred without our written consent.

## VI. CANCELLATION AND NON-RENEWAL

### 1. Cancellation

- a. This policy may be cancelled by the first **Named Insured** shown in the Declarations by surrendering the policy to us or by mailing or delivering written notice to us stating when the cancellation date shall be effective.
- b. This policy may be cancelled by us for the following reasons:
  - (1) Non-payment of premium;
  - (2) Material misrepresentation or fraud by you;
  - (3) Material change in the use or operation of a **covered location(s)** from the use contemplated in the Application and/or supporting materials which result in a materially increased likelihood of **claims** or **pollution conditions** without prejudice to other remedies; or
  - (4) The **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any **self-insured retention** amount when due;

By mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or ninety (90) days if cancellation is for either reasons (3) or (4) above. Proof of 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**.

In the event of a notice of cancellation from us from item (4) above, the **insured** will have ninety (90) days from the date of the notice to remedy such failure to comply that is the cause for cancellation. If the

remedy is satisfactory to us, in our sole discretion, during the applicable notice period, we will rescind the notice of cancellation with a written confirmation to the first **Named Insured** that the policy shall remain in place.

- c. The minimum earned premiums due for this policy shall be calculated in accordance with the following:
- (1) The minimum earned premium due for this policy is the percentage shown on the Declarations page of this policy.
  - (2) In the event of cancellation of this policy by the **Named Insured** after this policy has been in effect for more than ninety (90) days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium.
  - (3) In the event of cancellation of this policy by the Company for reasons other than nonpayment of premium, the earned premium for this policy shall be computed on a pro-rata basis.
  - (4) Premiums applicable to any subsequent endorsements will be in addition to the minimum premium shown in the Declarations page of this policy.

## 2. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice of nonrenewal to you at the last known address appearing in our records. Notice will be mailed thirty (30) days before the end of the **policy period**. Proof of mailing of notice shall be sufficient proof of notice.

## VII. EXTENDED REPORTING PERIODS

1. An **insured** shall be entitled to an automatic **extended reporting period**, and the **Named Insured** may be entitled to purchase an optional **extended reporting period** upon cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Section VI. 1. b. above. The automatic and optional **extended reporting periods** are more fully described in Paragraphs 2. and 3. below. If the **Named Insured** renews this policy, the **Named Insured** shall be entitled to a renewal **extended reporting period**, as described more fully below in Paragraph 4. The automatic, the optional or the renewal **extended reporting periods** shall not reinstate or increase any of the Limits of Insurance of this policy, extend the **policy period** or change the scope of coverage provided.

### 2. Automatic Extended Reporting Period

Solely with respect to a **claim**, provided: (i) that the **Named Insured** has not renewed this policy or purchased any other insurance to replace this insurance which applies to a **claim** or **pollution condition(s)** otherwise covered by this policy; and, (ii) the **Named Insured** has not purchased the optional **extended reporting period** available under Paragraph 3. of this Section, an **insured** shall have the right to the following: a period of ninety (90) days following the effective date of such cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Section VI. 1. b. above, in which to provide written notice to the Company of **claims** first made against the **insured** during the **policy period**. Such a **claim** reported to the Company within the automatic **extended reporting period** will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from a **pollution condition** that commenced before the end of the **policy period** and is otherwise covered by this policy. No part of the automatic **extended reporting period** shall apply if the optional **extended reporting period** is purchased.

### 3. Optional Extended Reporting Period

The **Named Insured** shall be entitled to purchase an optional **extended reporting period** upon cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of, the reasons set forth in Section VI. 1. b. above, as follows: (i) A **claim** first made against the **insured** and reported to the Company within the optional **extended reporting period**, if purchased in accordance with the provisions contained in Paragraph ii. below, will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from a **pollution condition** that commenced before the end of the **policy period** and is otherwise covered by this policy; and (ii) The Company shall issue an endorsement providing an optional **extended reporting period** of up to thirty-six (36) months from termination of coverage hereunder for all **covered location(s)** or any specific **covered location** provided that the **Named Insured**: (a) makes a written

request for such endorsement which the Company receives within thirty (30) days after termination of coverage as defined herein; and (b) pays the additional premium when due. If that additional premium is paid when due, the **extended reporting period** may not be cancelled, provided that all other terms and conditions of the policy continue to be met.

For purpose of the optional **extended reporting period** cancellation or non-renewal of coverage occurs at the time of cancellation or non-renewal of this policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was a **covered location**, if earlier. The optional **extended reporting period** is available to the **Named Insured** for not more than 200% of the full policy premium stated in the Declarations.

#### 4. **Renewal Extended Reporting Period**

Provided that the **Named Insured** has renewed this policy with the Company or an affiliate of the Company designated by the Company, an **insured** shall have the right to the following: a period of sixty (60) days following the expiration of this policy's **policy period** in which to provide written notice to the Company under this policy's **policy period of claims** first made against the **insured** within thirty (30) days prior to the expiration of this policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of this policy's **policy period**. A **claim** first made against the **insured** within thirty (30) days prior to the expiration of the policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of the **policy period** and which **pollution condition** or **claim** is reported to the Company within this renewal **extended reporting period** will be deemed to have been made and reported on the last day of this policy's **policy period** of this policy.

### VIII. **DEFINITIONS**

#### 1. **Bodily injury** means:

- a. physical injury, sickness or disease sustained by any person, including death and, solely with respect to this section 1.a., medical monitoring resulting from any of these; and,
  - b. mental anguish or emotional distress sustained by any person;
- caused by a **pollution condition**.

#### 2. **Carrier** means any person or entity, other than the **insured** or a subsidiary, parent or affiliated company of the **insured**, engaged by or on behalf of the **insured**, and in the business of, and properly licensed to, transport property for hire by auto, aircraft, watercraft or rolling stock. **Carrier** includes any current or former member, director, executive officer, partner, or employee of the **carrier** while acting within the scope of his or her duties as such.

#### 3. **Certified Industrial Hygienist** means a licensed professional currently certified per the requirements as established by the American Board of Industrial Hygiene mutually agreed upon by the Company and the **Named Insured** and who has experience in the investigation, assessment, and remediation of similar projects.

#### 4. **Claim(s)** means the written assertion of a legal right received by an **insured** from a third party, including but not limited to **suits** or civil actions, alleging liability or responsibility on the part of the **insured** for **bodily injury, property damage, and/or cleanup costs**.

#### 5. **Cleanup Costs** means the reasonable and necessary expenses incurred for the investigation, monitoring, testing, containment, removal, disposal, neutralization, or treatment of **pollution conditions** to the extent required:

- a. By any legislatively or administratively enacted environmental law, rule, regulation or order applicable within the jurisdiction in which the **covered location(s)** lie(s) including any government action or demand pursuant thereto; or
- b. To satisfy a voluntary cleanup program to conduct voluntary cleanup, removal, or remediation of a **pollution condition** that exceeds actionable levels, established pursuant to a. above; or

- c. By a **Licensed Environmental Professional (LEP)** in a state where LEP's are delegated regulatory authority to oversee an environmental cleanup, to the extent such **cleanup costs** are required by the applicable environmental laws, rules, regulations or orders referred to in a. above; or
- d. With respect to **fungus** and legionella, in the absence of any applicable environmental laws established pursuant to a. above, to the extent recommended in writing by a **certified industrial hygienist** or an **environmental professional** retained with the prior written consent of the Company as to Coverage A, or as required by a court for Coverages B, C or D or any other coverages endorsed on this policy; or
- e. With respect to methamphetamines, or other chemicals associated with methamphetamines laboratories, in the absence of any applicable environmental laws established pursuant to a. above, to the extent recommended in writing by a **certified industrial hygienist** or an **environmental professional** retained with the prior written consent of the Company as to Coverage A, or as required by a court for Coverages B, C or D or any other coverages endorsed on this policy.

**Cleanup costs** shall include civil fines, civil penalties and assessments resulting from **pollution conditions** otherwise covered under Coverages A or B. **Cleanup costs** also include **emergency expenses** and **restoration costs**, but do not include **property damage, bodily injury, or loss from property damage or bodily injury**. **Cleanup costs** do not include costs incurred to confirm the discovery of a **pollution condition**. **Cleanup costs** do not include costs for improvements or betterments and shall not include any additional costs to bring the existing **covered location** into compliance with any code, law or regulation that was not applicable and or enforced against the **covered location** before it was affected by the **pollution condition** except for the additional costs of **green building materials** required to bring existing real property at the **covered location** into compliance with applicable and enforceable mandatory building codes, laws or regulations.

- 6. **Covered Location(s)** means any location(s) listed in the Declarations and/or listed within the Schedule of Covered Location(s) endorsement attached to this policy.
- 7. **Defense Costs** means the reasonable and necessary attorney fees, costs, charges and litigation expenses (including the costs of experts) incurred in the defense, investigation or settlement of **claims**.
- 8. **Emergency Expenses** means the reasonable and necessary costs, charges and expenses, which qualify as **cleanup costs**, incurred by the **insured** to take emergency action to contain, control or mitigate a **pollution condition** that is an imminent and substantial endangerment or threat to the public, human health, or the environment, as defined by the regulating agencies and environmental laws that require immediate response.
- 9. **Environmental Professional** means a person designated by the **Named Insured** with our prior written consent, who is certified or licensed as a Professional Engineer (P.E.), Professional Geologist (P.G.) or other certified or licensed professional with the applicable state or federal environmental, health or regulatory agency and who has experience in the investigation, assessment, cleanup, decontamination and disinfection of **pollution conditions, fungus, legionella, and/or methamphetamines**. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one involving **cleanup costs** or **emergency expenses** covered under this policy, and the maintenance of adequate errors and omissions insurance.
- 10. **Extended Reporting Period** means either the automatic extended reporting period of time, the optional extended reporting period of time or the renewal extended reporting period of time, whichever is applicable, in which to report **claims** following the termination or renewal of coverage as described in this policy.
- 11. **Fungi / Fungus** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the **insured** for consumption.
- 12. **Green Building Materials** mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as: (a) being environmentally preferable or sustainable; and (b) providing enhanced energy efficiency that are required to bring existing real property into compliance with applicable and enforceable mandatory building codes, laws or regulations. **Green building materials** shall be installed by qualified contractors as determined by us. **Green building materials** do not include any costs arising out of the use of **green building materials**, including but not limited to project delay costs or business interruption.

- 13. Insured means:**
- a. **The Named Insured;**
  - b. Any additional **Named Insured** expressly endorsed onto this policy; or
  - c. Any current or former member, director, executive officer, partner, or employee of a **Named Insured** while acting within the scope of his or her duties as such.
  - d. Solely with respect to real property owned, leased, rented or occupied by the first **Named Insured**, as designated in Item 1. of the Declarations, at the inception of this policy, any and all corporations, partnerships, companies or other entities that have existed at any time, or as now or may hereafter exist during the **policy period** and in which the first **Named Insured** did or does have an ownership interest of fifty percent (50%) or more; or control over the management thereof.
- 14. Licensed Environmental Professional (LEP)** means an individual, selected and retained by the **Named Insured** with our prior written consent, licensed in the particular state where the **cleanup costs** will be incurred and who has been delegated authority in that state to oversee compliance and approve environmental cleanups in accordance with applicable state law and regulations. Such **LEP** must be and remain licensed in that state by the respective state board or state licensing authority. The Company may require that such **LEP** meet certain minimum qualifications and maintain appropriate errors and omissions insurance. In no event shall the **LEP** include:
- a. **A Named Insured;**
  - b. Any person who is an **insured** or is an employee, director or officer of a **Named Insured's** parent, subsidiary or affiliate company; or
  - c. Any person who has an investment or ownership interest in the **covered location** or **non-owned disposal site** prior to or during the **policy period**.
- 15. Loss** means a monetary judgment award or settlement of compensatory damages. **Loss** also includes civil fines, civil penalties or assessments and punitive, or exemplary damages where allowed by law.
- 16. Named Insured** means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement.
- 17. Natural Resource Damage** means the physical injury to, destruction of, or the assessment of physical injury or destruction, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- 18. Non-owned Disposal Site** means any waste treatment, waste storage or waste disposal facilities, which are utilized by or on the behalf of the **insured** for waste generated from a **covered location**, provided that:
- a. The **pollution conditions** at the **Non-owned Disposal Site(s)** must first commence on or after the **retroactive date** set forth in the Declarations and/or in the Schedule of Covered Location(s) endorsement attached to this policy, and
  - b. As of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facilities:
    - (1) Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
    - (2) Are not owned, operated or managed by the **insured** or any parent, subsidiary or affiliate of the **insured**;
    - (3) Are properly licensed to accept such waste for treatment, storage or disposal;

(4) Are not listed, proposed for listing or formerly listed on the federal National Priorities List, State equivalent, or local equivalent list;

19. **Policy Period** means the period of time stated in the Declarations, or any shorter period arising as a result of cancellation.

20. **Pollution Condition(s)** means any of the following:

- a. The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, hazardous substances, hazardous materials, legionella, electromagnetic fields, low level radioactive waste and low level radioactive materials, medical waste, pathologic waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater. Waste includes materials to be recycled, reconditioned or reclaimed; or
- b. The presence of materials listed in paragraph a. above that have been first abandoned or first deposited illegally on or after the policy inception date by a third party without the consent or knowledge of a **responsible insured**; or
- c. The presence of **fungus** on buildings or structures; or
- d. The presence of methamphetamines or other chemicals directly involved in the manufacturing of methamphetamines, in any structure on land and the atmosphere contained within that structure.

Provided the above are in amounts, concentrations or levels in excess of those naturally present in the environment at the **covered location**.

21. **Property Damage** means:

- a. Physical injury to, or destruction of tangible property, including all resulting loss of use of that property;
- b. Loss of use of tangible property that is not physically injured or destroyed but has been evacuated, withdrawn from use or rendered inaccessible because of a **pollution condition**;
- c. Diminution in value of tangible property;
- d. **Natural resource damage**.

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

22. **Responsible insured** means your current and former directors, officers, principals, partners, insurance and risk managers, all facility managers, and those persons responsible for the environmental or legal affairs of the **Named Insured**.

23. **Restoration Costs** means the reasonable and necessary costs incurred to restore real or personal property damaged during the work performed in the course of incurring **cleanup costs** from **pollution conditions**, to substantially the same condition prior to those **pollution conditions** occurring. These costs shall not exceed the actual cash value of that part of the real or personal property that was damaged prior to the **pollution conditions** occurring. **Restoration costs** includes the cost of **green building materials**, if legally required to bring existing real property into compliance with applicable and enforceable mandatory building codes, laws or regulations, but only to the extent specifically required.

**Restoration costs** do not include costs for improvements or betterments and shall not include any additional costs to bring the existing **covered location** into compliance with any code, law or regulation that was not applicable and or enforced against the **covered location** before it was so damaged, except for the cost of **green building materials** as accepted in the paragraph above.

24. **Retroactive Date** means the date set forth in the Declarations which is the earliest date a **pollution condition** can commence for coverage under this policy. If no entry appears or the words Not Applicable or N/A appear in the Declarations, then a **retroactive date** shall not apply.

25. **Self-Insured Retention** means the dollar amount shown on the Declarations to this policy or as otherwise determined by endorsement, if any.
26. **Storage tank system(s)** means any tank(s) including any connected piping, ancillary equipment and containment system.
27. **Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding to which the **insured** must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding to which the **insured** submits with our consent.
28. **Underground Storage Tank** means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground. **Underground Storage Tank** does not include septic tanks, sump pumps, oil/water separators, or storm-water collection systems.
29. **Transportation** means the movement of **your product** or waste generated by you beyond the boundaries of a **covered location** by a **carrier**. **Transportation** includes the loading and unloading of **your product** or waste to or from a **carrier**.
30. **Your Product:**
- a. Means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    1. You; 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.



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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<b>SCHEDULE OF COVERED LOCATIONS WITH INTENDED USE OR OPERATIONS</b>
--

Policy Number	Endorsement Effective Date	Endorsement Number
	01/31/2021	

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, coverage is provided for the **covered locations** listed below. This insurance does not apply to **cleanup costs, loss, claims** or associated **defense costs** based upon, arising out of, or relating to **pollution conditions** existing prior to **Retroactive Date** listed below at the following **covered locations**:

Covered Location Description	Intended Use or Operations	Retroactive Date
Location No.: 1 791 Carding Machine Rd Bowdoinham, ME 04008	Garage for Auto Parts Recovery	01-31-2021

It is further agreed that that at the time of signing the Site Specific Pollution application, the intended use or operations of the **covered location** during the **policy period**, was as listed above and was material.

The **insured** must notify the Company, in writing, within sixty (60) days of any change in intended use or operations at the **covered location(s)** which materially increases the risk from that originally assumed by the Company at policy inception.

If such notice of a change of the intended use or operations as stated above is not provided to us, the **covered location** where the change in intended use or operations occurred shall be deemed to no longer be a **covered location** under the policy on the sixty-first day.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### MINIMUM EARNED PREMIUM

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

- I. In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, that the **SITE SPECIFIC POLLUTION LIABILITY** policy has a 25% earned premium at inception.
- II. Section VI. **CANCELLATION AND NON-RENEWAL, 1. Cancellation, C. (2)** is deleted in its entirety and replaced with the following:  

(2) In the event of cancellation of this policy by the **Named Insured** after this policy has been in effect for more than ninety (90) days, but less than 365 days, the return premium due, if any, shall be computed at a rate equal to 90% of the pro-rata unearned policy premium.
- III. Section VI. **CANCELLATION AND NON-RENEWAL, 1. Cancellation, C.** is amended with the addition of the following:  

(5) After this policy has been in effect for 365 days, the minimum earned premium is 100% of the Total Premium For This Policy identified in the Declarations page of the policy (or as modified by endorsement). This supersedes any lesser percentage that may be indicated on the declaration page.

(6) If a **claim** is made against the **insured**, or a **pollution condition** is discovered, or coverage is requested to be afforded under this policy during the **policy period**, the premium shall be deemed as 100% minimum earned and you are not entitled to any return premium.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DEED RESTRICTION EXCLUSION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, that the following **SITE SPECIFIC POLLUTION LIABILITY COVERAGE FORM**, modifications shall apply:

II. **EXCLUSIONS**, the following exclusion is added:

1. **Deed Restriction / Engineering Control**

Any **insured's** violation of or non-compliance with any use limitation or engineered control that applies or is to apply to a **covered location**, or any **insured's** violation of a deed restriction, activity or land use limitation, zoning restriction, engineered control or covenant that applies or is to apply to a **covered location**.

V. **CONDITIONS**, the following condition is added:

1. **Compliance with Deed Restriction / Engineering Control**

The **insured** agrees to comply with any deed restriction, activity or land use limitation, zoning restriction, engineered control or covenant associated with a **covered location**. Furthermore, the **insured** understands and acknowledges that this policy is issued in reliance upon such agreement and compliance.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### KNOWN OR REPORTED CLAIMS EXCLUSION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, that section II. **EXCLUSIONS**, is modified by the addition of the following:

#### 1. Known or Reported Claims

Regardless of the exception to **Exclusion 14, Non-Disclosed Known Pollution Conditions**, for any **pollution condition** disclosed in writing, any liability, in whole or in part, of whatever nature, resulting from, related to, caused by or contributed by a **claim** or **pollution condition** on, at, under or migrating from a **covered location**, including the derivative, degradation or by-products of any such **pollution conditions**, which **claim** or **pollution condition** the **insured**, including officers, directors, partners or employees, is aware or reasonably should have been aware of, or which **claim** or **pollution condition** was reported to the **insured**, his agent, or broker or insurance company prior to the dates identified in the table below:

Covered Location Description	Date

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### KNOWN POLLUTION CONDITIONS EXCLUSION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, that the following **SITE SPECIFIC POLLUTION LIABILITY COVERAGE FORM**, modifications shall apply:

Section II. **EXCLUSIONS**, 14. **Non-Disclosed Known Pollution Conditions** is deleted in its entirety and replaced with the following exclusion:

#### 14. Known Pollution Conditions

**Pollution conditions** known to exist prior to the inception of this policy, by any current or former officer, director, partner, or employee responsible for environmental affairs of the **insured**. This exclusion shall not apply to those known **pollution conditions** that are listed within the Schedule of Known Pollution Conditions endorsement attached to this policy, if applicable.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<b>SELF-INSURED RETENTION</b>
-------------------------------

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall be subject to the following additional provisions:

1. Our obligation to pay any amount within the Limits of Insurance for the coverage provided by this policy will apply only in excess of the **self-insured retention** listed below:

**SITE SPECIFIC POLLUTION LIABILITY**

See Quote

The **self-insured retention** amount applies under the Site Specific Pollution Liability coverage to all **loss, cleanup costs** and related **defense costs** based upon, arising out of, or relating to any one **pollution condition** or out of the same, related or continuous **pollution condition(s)**.

The **self-insured retention** amount stated above applies once to any one **pollution condition** under this policy, as set forth in **IV. LIMITS OF INSURANCE**, paragraph 5.

2. For each **pollution condition** that results in a **claim** made against any **insured**, the **insured** shall be responsible for payment of the **self-insured retention** amount toward any all **loss, cleanup costs** and related **defense costs**. The Company shall not be responsible for payment of any **loss, cleanup costs** and related **defense costs** unless and until the full amount of the **self-insured retention** has been paid by the **insured**.
3. Payment of the full **self-insured retention** amount shall in all cases be a prerequisite to coverage under this policy. Bankruptcy, liquidation, receivership, insolvency, or dissolution of an **insured** does not relieve the **insured's self-insured retention** obligation.
4. Failure to pay the **self-insured retention** is a material breach to the entire contract. The **insured's** failure to pay the **self-insured retention** entitles the Company to terminate the contractual obligation between the parties.
5. This endorsement does not in any way relieve the **insured** of the responsibility to report any **claim**, or offense which may result in a **claim**, or to cooperate within the Company, as stated elsewhere in this policy.
6. The Company's rights to investigate, negotiate, defend, or settle any **claim** apply irrespective of the **self-insured retention**. The Company shall have the right in all cases to assume charge of the defense and/or settlement of any **claim**, and upon our request the **insured** shall tender such portion of the **self-insured retention** as the Company may deem necessary for **defense costs** or to complete the settlement of such claim.
7. The Company retains sole discretion in choosing and appointing counsel to represent the **insured** in the defense of any claim.
8. The **insured** shall accept any offer of settlement within the **self-insured retention** deemed reasonable by the Company. The Company shall have no responsibility for any **loss, cleanup costs** or related **defense costs** above what the Company would have paid had the **claim** been settled for any reasonable offer within the **self-insured retention**.
9. The Company has the right, but not the obligation, to pay **loss, cleanup costs** or related **defense costs** within the amount of the **self-insured retention** if the Company, in its discretion, deems it advisable to do so. If the Company exercises this right, the **insured** must promptly, but in no event later than thirty (30) days, reimburse the Company for any payments made by the Company within the amount of the applicable **self-insured retention**. Should the



**insured** fail to so reimburse the Company, the **insured** shall additionally become liable for any and all costs of collection of the **self-insured retention**, including attorneys' fees, and interest at the prevailing local rate from the date reimbursement is requested.

10. In the event of a bankruptcy filing, the contract is deemed executory as under 11 U.S.C. Sec. 365, and the payments of the **self-insured retention** shall be made on a monthly basis and treated as an administrative expense under 11 U.S.C. Sec. 507(a)(1).

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

SPECIMEN

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<b>MICROBIAL SUBSTANCE EXCLUSION</b>
--------------------------------------

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		1/31/2023	1/31/2021

In consideration of the payment of premium by the **Named Insured**, we agree, subject to all the terms, exclusions and conditions of the policy, that the following **SITE SPECIFIC POLLUTION LIABILITY COVERAGE FORM** modifications shall apply:

I. Section II. **EXCLUSIONS**, shall be amended to add the following exclusions:

**1. Microbial Substance**

- a. **Cleanup costs, claims, defense costs or loss** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **microbial substance** regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. **Cleanup costs, claims, defense costs or loss** arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of a **microbial substance** by any **insured** or by any other person or entity.

II. Section VIII. **DEFINITIONS**, **3. Certified Industrial Hygienist** is deleted in its entirety. **5. Cleanup Costs** and **20. Pollution Condition(s)** are deleted in their entirety and replaced with the following:

- 5. Cleanup Costs** means the reasonable and necessary expenses incurred for the investigation, monitoring, testing, containment, removal, disposal, neutralization, or treatment of **pollution conditions** to the extent required:
- a. by any legislatively or administratively enacted environmental law, rule, regulation or order applicable within the jurisdiction in which the **covered location(s)** lie(s) including any government action or demand pursuant thereto; or
  - b. to satisfy a voluntary cleanup program to conduct voluntary cleanup, removal, or remediation of a **pollution condition** that exceeds actionable levels, established pursuant to a. above; or
  - c. by a **Licensed Environmental Professional (LEP)** in a state where **LEP's** are delegated regulatory authority to oversee an environmental cleanup, to the extent such **cleanup costs** are required by the applicable environmental laws, rules, regulations or orders referred to in a. above; or
  - d. With respect to methamphetamines, or other chemicals associated with methamphetamines laboratories, in the absence of any applicable environmental laws established pursuant to a. above, to the extent recommended in writing by a **certified industrial hygienist** or an **environmental professional** retained with the prior written consent of the Company as to Coverage A, or as required by a court for Coverages B, C or D or any other coverages endorsed on this policy.

**Cleanup costs** shall include civil fines, civil penalties and assessments resulting from **pollution conditions** otherwise covered under Coverages A or B. **Cleanup costs** also include **emergency expenses** and **restoration costs**, but does not include **property damage, bodily injury, or loss from property damage** or

**bodily injury. Cleanup costs** do not include costs incurred to confirm the discovery of a **pollution condition. Cleanup costs** do not include costs for improvements or betterments and shall not include any additional costs to bring the existing **covered location** into compliance with any code, law or regulation that was not applicable and or enforced against the **covered location** before it was affected by the **pollution condition** except for the additional costs of **green building materials** required to bring existing real property at the **covered location** into compliance with applicable and enforceable mandatory building codes, laws or regulations.

20. **Pollution Condition(s)** means any of the following:

- a. the discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, hazardous substances, hazardous materials, electromagnetic fields, low level radioactive waste and low level radioactive materials, medical waste, pathologic waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater. Waste includes materials to be recycled, reconditioned or reclaimed, or
- b. The presence of materials listed in paragraph a. above that have been first abandoned or first deposited illegally on or after the Policy Inception Date by a third party without the consent or knowledge of a **responsible insured**, or
- c. The presence of methamphetamines or other chemicals directly involved in the manufacturing of methamphetamines, in any structure on land and the atmosphere contained within that structure.

Provided the above are in amounts, concentrations or levels in excess of those naturally present in the environment at the **covered location**.

III. Section VIII. **DEFINITIONS** shall be amended with the addition of the following:

1. **Microbial Substance** means any substance that reproduces through the release of spores or the splitting of cells including but not limited to bacteria, including legionella, viruses, and/or **fungus** whether such substance is living or not.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

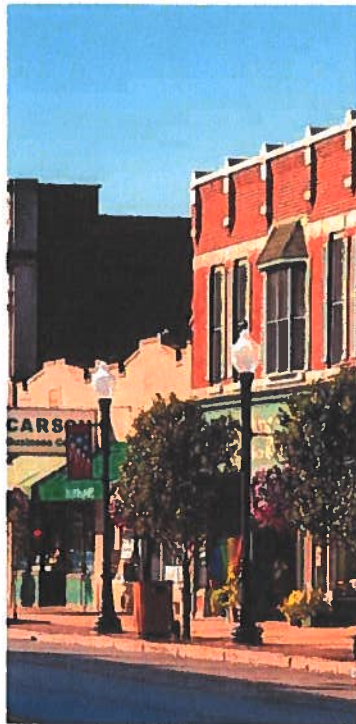
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY**

**OFFICE OF FOREIGN ASSET CONTROL (OFAC)  
EXCLUSION ENDORSEMENT**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.



*Combined coverage from a single source.  
One call, one contact, one partner. PartnerOne.*



**William Panzino**

**Table of Contents Links**

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[Subjectivities](#)

**Nautilus Insurance Company**

**1/7/2021**

**P21-0029**



## William Panzino

### Carrier:

The attached indication is issued by Nautilus Insurance Company. This company is a surplus lines carrier in the Applicant's State. Due to the fluid nature of A.M. Best ratings in today's industry, we request that our agents visit the A.M. Best web site at [WWW.AMBEST.COM](http://WWW.AMBEST.COM) to obtain the most up to date information on this carrier. Please be sure your client fully understands the implications of working with an Excess & Surplus Lines company in their respective State.

### Premium, Taxes and Fees:

The premium figure indicated in the Carrier Terms letter does not include Surplus Lines tax. Please see the attached Taxes, Fee and Premium calculation page for specific tax and fee requirements. If any resident countersignature requirements exist in your State, your office is responsible for those signatures. We require the attached filing recognition form be completed and returned with your bind order.

### Coverage:

Please review the indication carefully, paying particular attention to the Coverage, Limits (per occurrence and aggregate), Deductible/SIR, Exclusions, Terms and Conditions. The Terms and Conditions indicated herein may differ substantially from those requested, even if this is a renewal proposal from the same carrier. Any coverages requested, or previously provided, but not specifically represented here, are hereby declined. It is your responsibility to make your client aware of all of the ramifications of using this carrier's unique Policy Form. We will forward specimens for your review at your request. You are entitled to rely only upon the written indication/quotation from the Company, and written correspondence from PartnerOne Environmental and or the Company offering this coverage.

Please pay particular attention to any claims made coverage parts being offered to be sure they correspond correctly to those of the expiring program, if any. Please also be sure that any expiring claims made coverages are correctly captured in the terms offered here.

### Payment terms & Commissions:

Payment terms on this account are as follows: Net due within 20 days of binding.

Commission: 8.75%

The indication is subject to all of the terms and conditions contained therein, and to the execution by your office of a PartnerOne Environmental Producer Agreement. Coverage may not be bound prior to the execution of this Agreement.

### To Bind:

Please see attached PartnerOne Terms sheet for pre binding requirements





**William Panzino**

**P21-0029**

The following premium and tax estimates are for reference purposes only. Final premiums due will be calculated and provided in your Invoice when coverage is bound. Those final calculations supersede figures represented here.

**Taxes and Fees Required**

Risk State ME

	<u>TAXES:</u>	<u>FEES:</u>	Fee Taxed?
E&S Tax percentage	3.00%	Policy Fee:	\$100.00

**Premium Option(s) below does not include Tria**

<b>Premium option 1</b>	\$6,000.00	<b>Premium option 2</b>	\$8,400.00
Total Due	\$6,000.00	Total Due	\$8,400.00



**I: Coverage & Retro Date confirmation**

As you are aware, many policies of this type offer some "claims made" coverage parts. Our quotes clearly indicate which those are, if any, and what the retroactive date for each is. Two things are critical; that the retroactive date is correct, and that the structure of the expiring coverage tracks properly with the new coverage being offered, and therefore leaves no gaps.

As this is so important, and something we are unable to judge from our position, we are requesting confirmation that you are satisfied with both of these issues before binding coverage. Please initial here to verify that you and your client are in agreement with the retroactive dates you are requesting bound, and that you agree that the coverage form structure as presented is acceptable.

**AGREED:** \_\_\_\_\_

**II. Excess & Surplus Lines Filing & Countersignature Responsibility:**

As you know, the indications/quotes offered through our office are provided by carriers which are Excess & Surplus Lines in the applicant's State. We are unable to process the appropriate filings or make payment of the surplus lines taxes or stamping fees for this account. We are also unable to provide countersignatures, if required.

A condition of our carriers accepting this risk, and our agreement to work with your office, is that your office be fully responsible for all Excess & Surplus Lines issues relating to this account, including but not limited to proper disclosure, admitted carrier due diligence, the filing of all required documents, countersignature of required policies, and the payment of surplus lines taxes and stamping fees to the proper state regulatory authorities.

Please complete, sign and return a copy of this letter acknowledging that you are responsible for and have arranged for the required filings and payment of taxes and fees to the proper authorities. By completing the following, you confirm that you have verified the license status of the individual responsible for these issues noted below.

Please also provide us with a current copy of the E&S License under which the taxes are being filed for our records.

**THE SURPLUS LINES FILING AND ALL REQUIRED TAXES AND FEES WILL BE PROCESSED BY:**

**SURPLUS LINES BROKER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**SURPLUS LINES LICENSE #:** \_\_\_\_\_ **Eff date:** \_\_\_\_\_ **Ex Date:** \_\_\_\_\_

**NAME OF PERSON ACTUALLY MAKING FILING:** \_\_\_\_\_

**New Jersey Transaction Control #:** \_\_\_\_\_ (only for NJ risks)

(Please note we will require a copy of the fully completed policy declarations page back from you after it is issued evidencing the proper stamping, signature, taxes and fees, if any.)





## William Panzino

### Items Required to Bind the Quoted Coverage:

- 1: **We will require your written order to bind coverage, including**
- a: **Specific option chosen including limits, retention, premium, etc.**
  - b: **Effective date requested**
  - c: **Tria selection**

- 2: **Carrier specific Tria form (if included with quote)**

- 3: **PartnerOne Pre binding form, completed to include:**

- a: **Initials of producing agent in section I**
- b: **Complete information in section II regarding E&S filings**

- 4: **Confirmation of Home State:**

**This account was quoted based on the home State listed on the application and shown in the attached quote. We need to verify the correct Home State for E&S tax filing purposes, per the NRRA Definition:**

The NRRA (Nonadmitted & Reinsurance Reform Act) defines the home state of the insured as "(i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or (ii) if 100% of the premium of the insured risk is located out of the state referred to in clause (i), the State to which the greatest percentage of the insured's taxable premium for that insurance contract is located." The definition goes on to clarify that, with respect to affiliated groups, "[i]f more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term 'home State' means the home State, as determined pursuant to [clauses (i) and (ii) above], of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract."

**Confirm Home State of Insured will be:**

**This will not modify the mailing address of the Insured, but will modify the quote provided if it is other than the State used for quoting purposes.**

- 5: **Carrier specific subjectivities, as indicated in Quote**

**Please don't hesitate to call with any questions, and thank you.**

**PartnerOne Environmental**

## QUOTATION

<b>Date:</b> 01/07/2021  <b>Producer Information:</b> Risk Placement Services 530 Preston Avenue, Suite 205 Meriden, CT 06450  <b>Attn:</b> Matthew Carbonneau	<b>Quote Number:</b> 529218-1  <b>Submitted Risk Information:</b> William Panzino 791 Carding Machine Rd Bowdoinham, ME 04008
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We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

**Nautilus Insurance Company (A.M. Best Rating A+ XV)**

**Coverage Form: Site Specific Pollution Liability - Claims-Made**

Coverage Description	Provided	Sub-Limit
A – First Party Cleanup Costs	Not Provided	N/A
B – Third Party Claims for Cleanup Costs, Bodily Injury or Property Damage	Yes	No
C – Third Party Claims for Non-Owned Disposal Sites	Not Provided	N/A
D – Third Party Claims for Contingent Transportation	Yes	No

Quote Option	Per Pollution Condition	Total All Pollution Conditions and Claims	Retention	Policy Term (Years)	Premium
1	\$ 1,000,000	\$ 1,000,000	\$ 5,000 SIR	1 Year	\$ 6,000
2	\$ 1,000,000	\$ 1,000,000	\$ 5,000 SIR	2 Years	\$ 8,400

<b>Terrorism Premium:</b>	Add 4.00% to premiums listed above.
<b>Minimum Earned Premium:</b>	25.00%

Covered Location	Intended Use	Retroactive Date
791 Carding Machine Rd Bowdoinham, ME 04008	Garage for Auto Parts Recovery	Policy Inception

**FORMS AND ENDORSEMENTS:**

E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
SSP DEC 01 11	Site Specific Pollution Liability Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
E906ME (08-18)	Service of Suit - Maine
SSP 6001 06 18	Site Specific Pollution Liability
CG 21 70 01 15	Cap on Losses From Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
SSP 6101 01 11	Schedule of Covered Locations with Intended Use or Operations
SSP 6114 01 17	Minimum Earned Premium - 25%
SSP 6136 01 17	Deed Restriction Exclusion
SSP 6138 06 18	Known or Reported Claims Exclusion

SSP 6146 06 18	Known Pollution Conditions Exclusion
SSP 6148 07 18	Self-Insured Retention
SSP 6149 06 18	Microbial Substance Exclusion
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

**MODIFICATIONS:**

1. Please see specimens attached.

**AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE IF WE WRITE THIS POLICY**

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Subject to the following, you do not have to submit Certificates of Insurance to us. Authority is granted to you and your subproducer to issue unmodified ACORD certificates of insurance. You and your subproducer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to us for approval.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

**THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.**

- **Completed, signed and dated PartnerOne SSP Application, including FEIN or SSN. Required Prior to Binding.**
- **Signed and Completed Surplus Lines Tax letter & TRIA form. Required Prior to Binding.**

**STANDARD TERMS AND CONDITIONS:**

1. This quote is valid for 30 days.
2. In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015 effective January 12, 2015, terrorism coverage under the Act can be included for an additional premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.
3. The premium(s) provided in this proposal is based on the submitted information received to date and is subject to change based upon receipt of the underwriting information requested in the Subjectivities section of this quote proposal.
4. Premium is 25.00% minimum earned.
5. Nautilus Insurance Company is an approved, Non-admitted carrier in the State of Maine; therefore, the broker is responsible for all surplus lines filings and tax requirements.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 240 (Quote No. 529218-1 <b>Option 1</b> ).
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Nautilus Insurance Company  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 336 (Quote No. 529218-1 Option 2).
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

Nautilus Insurance Company  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date