



# MID-CONTINENT CASUALTY COMPANY

1437 S. BOULDER SUITE 200 TULSA OK 74119

## POLLUTION LIABILITY

### DECLARATION

#### THIS IS A CLAIMS MADE POLICY

<p>Named Insured &amp; Mailing Address:  <b>DON SMALL &amp; SONS OIL</b>  <b>DISTRIBUTOR CO</b>  <b>SEE NAMED INSURED ENDORSEMENT</b>  <b>PO BOX 626</b>  <b>AUBURN WA 98002</b></p>	<p>Policy Number: <u>04-TOP-000049479</u>  Renewal of: <u>04-TOP-00038275</u>  Policy Period  Effective: <u>04/19/2024</u> Expiration: <u>04/19/2025</u>  At 12:01 A.M. Standard Time at your mailing address.</p>
<p>Limits of Insurance – Bodily Injury, Property Damage,  and Government Mandated “Clean-Up Costs” Liability  Coverages Limits of Insurance</p> <p>Coverage A \$ _____ Pollution Incident  (NM only) \$ _____ Annual Aggregate</p> <p>Coverage A &amp; B \$ <u>1,000,000</u> Pollution Incident  \$ <u>1,000,000</u> Annual Aggregate</p> <p>Coverage C \$ _____ Pollution Incident</p>	<p>Forms, Options, and Endorsements*  <b>See Attached Schedule- MI 9027</b></p>
<p>Retroactive Date: <u>See Schedule of Designated Sites</u></p> <p>This insurance does not apply to any “pollution incident” that commences prior to the Retroactive Date stated herein.</p> <p>Deductible: <u>See Schedule of Designated Sites</u></p> <p>Address of Insured Sites: <u>See Schedule of Designated Sites</u></p>	<p>Policy Premium \$ _____</p> <p>Surcharge/Taxes (if applicable) \$ _____</p> <p>Total Policy Premium \$ _____</p> <p>Billing Method** <u>Agency Bill No Installments</u></p>
<p>Countersigned at: <u>BELLEVUE WA</u></p> <p>Date Signed: <u>04/19/2024</u></p>	<p>Producer: <u>46-8001</u></p> <p><b>RSG SPECIALTY LLC/BELLEVUE</b>  <b>PO BOX 3867</b>  <b>BELLEVUE WA 98009</b></p>

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

\*\*Please refer to MyBilling for billing information at <http://MyBilling.mcg-ins.com>.



**POLLUTION LIABILITY DECLARATIONS  
SCHEDULE OF COVERAGE  
DECLARATION**

Policy No. <b>04-TOP-000049479</b>	Effective Date: <b>04/19/2024</b>
Insured: <b>DON SMALL &amp; SONS OIL</b>	Agent: <b>RSG SPECIALTY LLC/BELLEVUE 46-8001</b>

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**See Endorsement TO 00 03**

Policywriting	Total Advance Premium	<b>\$4,305.00</b>
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## EXTENSION OF FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at this time\*:

**	TO3089(08/19)	Loading & Unloading Amend Endt
**	TO3088(01/19)	OR - Marijuana Exclusion
**	TO3021(01/19)	OR - Underground Storage Tank
**	TO3020(01/19)	Oregon Amendatory Endt
**	TO2001(01/19)	Amendment - Aggregate Limits
**	TO0001(01/19)	Pollution Liab Coverage Form
**	MI9101(12/21)	Global Sanctions Endorsement
**	MI9098(01/16)	MCG In Witness Clause
**	MI9046(06/10)	MCG Privacy Act Notice
**	IL0021(09/08)	Nuclear Energy Liability Excl

\*\* - The form applies to all states unless otherwise indicated

**MID-CONTINENT CASUALTY COMPANY**

1437 S. BOULDER SUITE 200 TULSA OK 74119

**SUPPLEMENTARY DECLARATIONS FOR NAMED INSURED**

Policy No.	04-TOP-000049479
Renewal of	04-TOP-00038275

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**THE NAMED INSURED FOR THIS POLICY IS:**

DON SMALL & SONS OIL DISTRIBUTOR CO  
ASTORIA SMALL STOP

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

**SCHEDULE OF DESIGNATED SITES**

<b>Site No.</b>	<b>Site Location/Address:</b>	<b>Deductible:</b>	<b>Retroactive Date:</b>
5176	ASTORIA SMALL STOP 180 MARINE DR ASTORIA OR 97103	10,000	04/17/1995

**Tank Details:**

**Line Details:**

<b>Tank No.</b>	<b>Type</b>	<b>Const.</b>	<b>Install</b>	<b>Capacity</b>	<b>Product</b>	<b>Leak Detect</b>	<b>Spill Contain</b>	<b>Const.</b>	<b>Install</b>	<b>Leak Detect</b>	<b>AST/UST</b>	<b>Prem.</b>
1	IU	SWSP	05/1986	12,000	UNL	ATG	Y	SRF	05/1986	PLLD	UST	
2	IU	SWSP	05/1986	12,000	DSL	ATG	Y	SRF	05/1986	PLLD	UST	
3	IU	SWSP	05/1986	6,000	UNL	ATG	Y	SRF	05/1986	PLLD	UST	

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

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE  
(PER LOCATION)**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM – TO 00 01

The Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your “insured sites.”

## POLLUTION LIABILITY COVERAGE FORM (DESIGNATED SITES)

### THIS IS A CLAIMS-MADE POLICY. 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 a "Named Insured" under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VIII - DEFINITIONS**.

#### SECTION I - POLLUTION LIABILITY COVERAGE

##### 1. Insuring Agreement – Coverage A – “Bodily Injury” and “Property Damage” Liability

- a. We will pay those sums that the “insured” becomes legally obligated to pay for "bodily injury" or "property damage" to which this insurance applies. We may, at our discretion, investigate any “pollution incident” and settle any “claim” or “suit” that may result. But the amount we will pay for damages is limited as described in **SECTION IV - LIMITS OF INSURANCE**.
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The “bodily injury” or “property damage” is caused by a “pollution incident” from a “storage tank system” at an “insured site”, in the “coverage territory”; and
  - (2) The “bodily injury” or “property damage” is caused by a “pollution incident” that first commences after the Retroactive Date shown in the Declarations, and first becomes known or reasonably suspected by anyone, after the inception date of this policy; and
  - (3) A “claim” or “suit” for "bodily injury" or "property damage" is first made against any “insured”, in writing, during the policy period or any Extended Reporting Period we provide under **SECTION VII- EXTENDED REPORTING PERIODS**.

We have the right and duty to defend the “insured” against any “suit” for “bodily injury” and/or “property damage” arising out of a “pollution incident” to which this insurance applies.

##### 2. Insuring Agreement – Coverage B – Government Mandated “Clean-up Costs” Liability

- a. We will pay for “clean-up costs” that the “insured” becomes legally obligated to pay arising out of a “pollution incident” to which this insurance applies. We may, at our discretion, investigate any “pollution incident” and settle any government-mandated “clean-up costs” that may result. But the amount we will pay for such government-mandated "clean-up costs" is limited as described in **SECTION IV - LIMITS OF INSURANCE**.
- b. This insurance applies to government-mandated “clean-up costs” arising out of a “pollution incident” only if:
  - (1) The government-mandated “clean-up costs” result from a “pollution incident” that commences on or after the Retroactive Date shown in the Declarations, from a "storage tank system", at an "insured site", in the "coverage territory"; and

- (2) The “insured’s” obligation to pay government-mandated “clean-up costs”, resulting from the “pollution incident”, is asserted in writing by and under the statutory authority of the applicable federal, state, or local regulatory agency; and
- (3) Notice asserting such obligation must be first received by us in writing, during the policy period, or any Extended Reporting Period we provide under **SECTION VII – EXTENDED REPORTING PERIODS**.

### **3. Insuring Agreement – Coverage C – Repair of “Storage Tank System(s)”**

- a. We will pay your expense to repair your “storage tank system” and property damaged as a result of such repair. This insurance applies only if:
  - 1) **Coverage A** or **B** responds to a “pollution incident”; and
  - 2) A limit is shown for **Coverage C** in the Declarations.

This insurance only applies to the costs to repair that particular part of the “storage tank system” which caused the “pollution incident” under **Coverage A** or **B**. This insurance does not apply to any costs associated with the mandatory upgrading of any “storage tank system” or its component parts.

4. No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SECTION I - POLLUTION LIABILITY COVERAGE-** or **SECTION V SUPPLEMENTARY PAYMENTS**.

## **SECTION II - EXCLUSIONS**

This insurance does not apply to:

### **1. Abandoned Tanks**

“Bodily injury”, “property damage”, or government-mandated “clean-up costs” arising out of a “pollution incident” from a “storage tank system”, which was sealed off, closed, abandoned, removed from use, or alienated prior to the Effective Date shown in the Declarations.

### **2. Contractual Liability**

“Bodily injury”, “property damage”, or government-mandated “clean-up costs” arising out of a “pollution incident” for which the “insured” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement.

### **3. Cross Claims or Suits**

“Bodily injury” and/or “property damage” “claims” or “suits” which are brought by or on behalf of any “insured” against any other “insured”.

### **4. Damage To Property**

“Property damage” to:

- (a) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, except as identified in **SECTION I – POLLUTION LIABILITY COVERAGE, 2. Insuring Agreement – Coverage B - Government Mandated “Clean-up Costs” Liability** and **3. Insuring Agreement – Coverage C - Repair of “Storage Tank System(s)”**;
- (b) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (c) Property loaned to you; or



(d) Personal property in the care, custody or control of the "insured".

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

"Bodily injury" to:

- (a) Any "employee" of any "insured", its parent company, subsidiary companies, or affiliated companies, arising out of and in the course of:
  - 1. Employment by any "insured", its parent company, subsidiary companies, or affiliated companies;
  - 2. Performing duties related to the conduct of any "insured's" business, or the business of its parent company, subsidiary companies, or affiliated companies.
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (a) above.

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

## **6. Expected or Intended Injury**

"Bodily injury", "property damage", or government-mandated "clean-up costs" expected or intended from the standpoint of any "insured".

## **7. Federal, State or Local Damages**

Federal, state or local assessments, fines, penalties and damage multiples incurred as a penalty.

## **8. Known Contamination**

"Bodily injury", "property damage", or government-mandated "clean-up costs" arising out of any contamination known or reasonably suspected by any "insured", or as identified on any federal, state or local environmental agency list as a confirmed or suspected contaminated site, prior to the policy effective date shown in the Declarations.

## **9. Loading & Unloading**

"Bodily injury", "property damage", or government-mandated "clean-up costs" arising out of the ownership, maintenance, use, operation, "loading or unloading" of any aircraft, watercraft, rolling stock or "automobile" or any other land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.

## **10. Noncompliance with Environmental Laws**

"Bodily injury", "property damage", or government-mandated "clean-up costs" arising out of a "pollution incident" which results from, or is attributable, to an "insured's" noncompliance with any applicable administrative complaint, directive, notice of violation, notice letter, order, ordinance, regulation, or statute of any governmental agency or body.

## **11. Prior Pollution Incidents**

"Bodily injury", "property damage", or government-mandated "clean-up costs" caused by, attributed to, or resulting from any "pollution incident" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "regulated substances" that commenced prior to the Retroactive Date shown in the Declarations.

## **12. Punitive Damages**

Punitive, exemplary, and/or multiple of damages, or any charge or sanction meant to punish or deter behavior.

## **13. Testing and Monitoring**

Any costs, charges or expenses incurred to investigate or verify that a "pollution incident" has taken place. Unless required by an "implementing agency."

## **14. Transportation or Disposal of Polluted Soil or Property**

"Bodily injury", "property damage", or government-mandated "clean-up costs" arising out of the transportation or disposal of polluted soil, property, waste, or water from an "insured site".

## **15. "Storage Tank System" – Recycling, Removal, Repair, or Replacement**

- (a) The costs and expenses of removing, replacing, or recycling the contents of a "storage tank system."
- (b) Costs and expenses to repair, replace or remove a "storage tank system", except as provided under **Coverage C – Repair of "Storage Tank System(s)"**.

## **16. War**

"Bodily injury", "property damage", or government-mandated "clean-up costs", however caused, arising, directly or indirectly, out of:

- (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 any government, sovereign or other authority using military personnel or other agents;
- (c) Civil commotion, insurrection, rebellion, revolution, riot, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **17. Waste Facility**

- (a) "Bodily injury", "property damage", or government-mandated "clean-up costs" caused by, attributed to or resulting from "regulated substances" emanating from a "waste facility."
- (b) "Property damage" to a "waste facility"

## **18. Workers' Compensation and Similar Laws**

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

## **19. Goods or Services**

"Clean-up costs", charges or expenses incurred by the "insured" for goods supplied by the "insured" or services performed by the staff and/or salaried "employees" of the "insured", or its parent, subsidiary or affiliate, unless such "clean-up costs", charges or expenses are incurred with the prior written approval of us.

## **SECTION III – WHO IS AN INSURED**

1. The "Named Insured", and any director, officer, partner, member, or "employee" thereof, only while acting within the scope of his/her duties as such.

#### **SECTION IV - LIMITS OF INSURANCE – “BODILY INJURY”, “PROPERTY DAMAGE,” AND GOVERNMENT-MANDATED “CLEAN UP COSTS”**

1. The Limits of Insurance shown in the Declarations and the rules below are the most we will pay regardless of the number of:
  - (a) “Insureds”; and
  - (b) “Claims” made or “suits” brought; and
  - (c) Persons or organizations making “claims” or bringing “suits”; and
  - (d) Governmental actions taken with respect to government-mandated “clean-up costs.”
2. The Each “Pollution Incident” limit is the most we will pay for the sum of all damages for “bodily injury”, “property damage”, and government-mandated “clean-up costs” arising out of a single “pollution incident”, subject to the Annual Aggregate Limit. Any amounts paid will be in excess of the deductible stated in the Declarations.
3. The Annual Aggregate Limit is the most we will pay for the sum of all damages for “bodily injury” and “property damage” and government-mandated “clean-up costs” paid under this policy, regardless of the number of “pollution incidents”.
4. Any amount we pay for damages under this Policy will be paid from, and will erode, the Annual Aggregate Limit shown in the Declarations.
5. Our duty to defend will terminate with the exhaustion of the Each Pollution Incident limit or the Annual Aggregate limit, whichever exhausts first.

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

#### **SECTION V – SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any “claim” or “suit” covered under **SECTION I – POLLUTION LIABILITY COVERAGE, 1. INSURING AGREEMENT – COVERAGE A – “BODILY INJURY” AND “PROPERTY DAMAGE” LIABILITY:**

1. All expenses we incur.
2. Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. Expenses incurred by the insured for the first aid administered to others at the time of any accident, for “bodily injury” to which this insurance applies.

These payments will not reduce the limits of insurance.

## SECTION VI – CONDITIONS

### A. Bankruptcy

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

### B. Cancellation

1. The first “Named Insured” shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first “Named Insured” written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation for nonpayment of premium or misrepresentation; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first “Named Insured’s” address listed on this policy.
4. Notice of cancellation will state the effective date and time of cancellation.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.
6. If this policy is issued to comply with any law or regulation which requires notice of cancellation to any governmental body, cancellation may not be effected until the required notice has been provided by you or us.

### C. Changes

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

### D. Duties In The Event Of A “Pollution Incident”, “Claim”, “Suit”, or Government Mandate

1. You must notify us in writing as soon as possible of a “pollution incident” which may result in a “claim” or any action or proceeding to impose an obligation on the “insured” for government-mandated “clean-up costs”.

In the event of a “claim” under **Coverage A**, the “insured” shall give us written notice no later than thirty (30) days after receipt of the “claim” by any “insured.”

In the event of a claim under **Coverage B**, the “insured” shall give us written notice no later than thirty (30) days after the “pollution incident”.

Notice must include:

- (1) How, when and where the “pollution incident” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “pollution incident”.

Notice of a “pollution incident” is not notice of a “claim” under **Coverage A**

2. You must permit us to inspect the "storage tank system(s)" and the "insured site", at any time.
3. You and any other "insured" must:
  - (a) Immediately send us copies of:
    - Any demands, notices, summonses or legal papers received in connection with any "pollution incident";
    - All technical reports, laboratory data, field notes or any other documents generated by or on behalf of any "insured" to investigate or abate a "pollution incident"
    - All correspondence between any "insured" and any third party claimant for which a "claim" is being submitted under this policy;
    - All expert reports, investigations and data collected by experts retained by any "insured" whether or not any "insured" intends to use the material for any purpose; and
    - Any other information developed or discovered by any "insured" concerning the "claim" whether or not deemed by any "insured" to be relevant to the "claim".
  - (b) Authorize us to obtain records and other information;
  - (c) Cooperate with us in the investigation, settlement of the "claim", and defense against the "suit";
  - (d) Assist us in the enforcement of any right against any person who, or organization which, may be liable to the "insured" because of "bodily injury", "property damage" or government-mandated "clean-up costs" to which this insurance applies.
  - (e) Permit us to question you under oath about any matter relating to a "pollution incident" including your books and records. Such sworn statement must be signed.
  - (f) Comply with all local, state and federal reporting requirements.
  - (g) Take reasonable and necessary steps to stop or contain the "pollution incident".

**E.** No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent, except, as outlined in Item **D(3)(g)** above and **SECTION V – SUPPLEMENTARY PAYMENTS** Item 4.

#### **F. Examination Of Your Books And Records**

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

#### **G. Financial Responsibility Laws**

When we issue a certificate of insurance as proof of financial responsibility under the provisions of any underground tank financial responsibility law, you agree to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the issuance of the certificate of insurance.

#### **H. Inspections and Surveys**

1. We may require you to have any "insured site" inspected by an inspection service acceptable to us. You must pay the cost of the inspection. You must also provide us with a copy of the inspection report.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake or require of you relate only to insurability and the premiums to be charged. We do not

make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- (a) are safe or healthful; or
- (b) comply with laws, regulations, codes or standards.

Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **I. Legal Action Against Us**

No person or organization has a right under this Policy:

- 1. to join us as a party or otherwise bring us into a "suit" asking for damages from any "insured"; or
- 2. to sue us unless all of the Policy's terms and conditions have been fully complied with.

#### **J. Other Insurance**

- 1. Excess Insurance

Where other insurance is available to any "insured" for "loss(es)" or for "clean-up costs" covered under the terms and conditions of the policy, our obligation to any "insured" shall be as follows:

- a. This insurance shall apply as excess insurance over any other applicable insurance whether collectable or not, be it primary or excess.
- b. When this insurance is excess, we will have no duty to defend the "insured" against any suit.

- 2. Method of Sharing

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

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

#### **K. Representations and Warranties**

By accepting this policy, you warrant and agree:

- 1. The statements in the Application, Declarations and the Schedule of Designated Sites are accurate, true and complete; and
- 2. Those statements are based on representations you made to us; and
- 3. As of the date you signed the Pollution Liability Application, you have disclosed to us all "pollution incidents"; and
- 4. We have issued this policy in reliance upon your representations.

#### **L. Separation Of Insureds**

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

1. As if each "Named Insured" were the only "Named Insured"; and
2. Separately to each "insured" against whom a "claim" is made or "suit" is brought, subject to **SECTION II – EXCLUSIONS, 3. Cross Claims or Suits**

#### **M. State Trust Funds, Programs and Plans**

When state funds, programs and plans are available to you for compensation resulting from a "pollution incident", you are obligated to make application and seek coverage for any "claim", "suit," or government-mandated "clean-up costs".

In the event any "insured" recovers from any government fund available to you or others for any "claim", "suit," or government-mandated "clean-up costs" covered under this policy, we shall be entitled to recover from the "insured" the portion of recovery that is equal to the amount of such "claim", "suit," or government-mandated "clean-up costs" paid by us in excess of any deductible paid by the "insured."

#### **N. Transfer of Rights Of Recovery Against Others To Us**

If the "insured" has rights to recover all or part of any payment we have made under this policy, from other parties, included but not limited to insurers, government funds, programs or plans, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

#### **O. Transfer of Your Rights and Duties**

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

#### **P. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver, to the first "Named Insured" shown in the Declarations, written notice of the nonrenewal, not less than sixty (60) days before the expiration date. Such notice will be sent certified mail. If notice is mailed, proof of receipt will be sufficient proof of notice.

#### **Q. Choice of Law**

In the event the "named insured" and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the "named insured" and We agree that the law of the state in which the policy is providing coverage for shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in such state. In the event the "named insured" and We agree to resolve our dispute by arbitration, any such arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

#### **R. Sole Agent**

A "named insured" first listed in the Declarations shall act on behalf of all other "insured's", if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Extended Reporting Period clause.

## SECTION VII - EXTENDED REPORTING PERIODS

1. The "Named Insured" shall be entitled to apply to purchase an Extended Reporting Period prior to termination of coverage (except in the event of the non-payment of premium) as follows:
  - A. For "claim(s)" under **Coverage A**, first made and reported, or a "claim(s)" under **Coverage B**, first reported, within the Extended Reporting Period will be deemed to have been made and/or reported on the last day of the policy period, provided that the "claim(s)" arises from a "pollution incident" that commenced on or after the Retroactive Date shown in the Declarations and before the end of the policy period.
  - B. For the purposes of this **SECTION VII**, termination of coverage occurs:
    1. At the time of cancellation or nonrenewal of this Policy by the "Named Insured" or by us; or
    2. (a) At the time of the deletion of a designated site listed in the Declarations by us; or  
(b) At the time a designated site listed in the Declarations is sold, leased, given away, or abandoned or at which operational control has been relinquished.
  - C. The purchase of an Extended Reporting Period shall not serve to reinstate or increase the limit of liability shown in the Limits of Insurance section of the Declarations as applicable to the aggregate limit.

## SECTION VIII- DEFINITIONS

1. "**Automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.
2. "**Bodily injury**" means physical injury, sickness, or disease, sustained by a person, including death resulting from any of these at any time.
3. "**Claim(s)**" means:
  - (a) Under **Coverage A** – A written demand received by any "insured" seeking a remedy and alleging liability or responsibility on the part of any "insured" for loss; or
  - (b) Under **Coverage B** – A notice to the Company written by or on behalf of the "Named Insured" reporting a "Pollution Incident" or seeking the payment of "Clean-up Costs."
4. "**Clean-up costs**" means expenses for the removal or neutralization of "regulated substances". "Clean-up costs" does not include testing, monitoring, or determining the source and extent of contamination.
5. "**Coverage territory**" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
6. "**Employee**" includes a "leased worker" and a "temporary worker".
7. "**Implementing Agency**" means the federal Environmental Protection Agency (E.P.A.) or a state or local agency having jurisdiction over the "storage tank system(s)" pursuant to an underground storage tank program approved by the federal E.P.A. in accordance with section 9004 of the Resource Conservation and Recovery Act of 1976, as amended.
8. "**Insured**" means any person or organization qualifying as such under **SECTION III -WHO IS AN INSURED**.
9. "**Insured site**" means the specific location(s) listed on the Schedule of Designated Sites.
10. "**Leased worker**" means a person leased to any "insured" by a labor leasing firm under an agreement between any "insured" and the labor leasing firm, to perform duties related to the conduct of your business.



11. **"Loading or unloading"** means the transfer of a "regulated substance" at an "insured site" while the "regulated substance" is being removed from or dispensed to a "storage tank system".
12. **"Loss(es)"** means monetary awards or settlements of compensatory damages arising from "bodily injury" or "property damage."
13. **"Named Insured"** means the person or entity designated as such in the Named Insured section of the Declarations.
14. **"Policy Period"** means the period set forth in the Declarations, or any shorter period arising as a result of cancellation or termination of this Policy.
15. **"Pollution incident"** means the accidental emission, discharge, dispersal, release, seepage or escape of "regulated substances" into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, dispersal, release seepage, or escape is from a "storage tank system" at an "insured site".

To qualify as a "pollution incident", all such emissions, discharges, dispersals, releases, seepages or escapes must:

- (a) be attributable to the same event(s), circumstance(s), condition(s) or cause(s); and
  - (b) first commence after the retroactive date and first become known or reasonably suspected by anyone, after the inception date of this policy; and
  - (c) emanate from any one "insured site"; and\
  - (d) have been investigated and confirmed by or on behalf of an "insured" utilizing a system tightness check, site check or other procedure approved by the "implementing agency" in accordance with 40 C.F.R. 280.52 or another applicable federal or state regulation or state statute.
16. **"Property damage"** means:
- (a) Physical injury to, destruction of or contamination of tangible property including all resulting loss of use of that property; or
  - (b) Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident."

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

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

17. **"Regulated Substance(s)"** means:
- (a) Petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure;
  - (b) Hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

For the purposes of this definition, hazardous waste regulated under Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, is NOT included in this definition of "Regulated Substances."

18. **"Storage Tank System(s)"** means a tank or tanks operated by the "insured", including any connected piping, ancillary equipment and containment system:
- (a) Identified in the Schedule of Designated Sites; and
  - (b) That are used solely to contain "regulated substance(s)".
19. **"Suit"** means a civil proceeding in which damages because of "bodily injury" or "property damage" which this insurance applies are alleged. "Suit" includes:
- (a) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or submit with our written consent; or
  - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our written consent.
20. **"Temporary worker"** means a person who is furnished to any "insured" to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
21. **"Waste facility"** means any site to which waste from an "insured site" is or may be consigned for delivery or delivered for storage, disposal, processing or treatment.

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

**ENDORSEMENT – UNDERGROUND STORAGE TANK**

**STATE OF OREGON**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM

Period of Coverage: From:	<b>04/19/2024</b>	To:	<b>04/19/2025</b>
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Named Insured Name and Mailing Address	Insurer Name and Mailing Address
<b>DON SMALL &amp; SONS OIL DISTRIBUTOR CO PO BOX 626 AUBURN, WA 98002</b>	<b>MID CONTINENT CASUALTY COMPANY 1437 SOUTH BOULDER, SUITE 200 TULSA, OK 74119</b>

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering the following underground storage tank(s):

Facility ID	Name and Location Address	#PST
<b>5176</b>	<b>ASTORIA SMALL STOP 180 MARINE DR ASTORIA, OR 97103</b>	<b>0003</b>

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

The limits of liability are	\$ <b>1,000,000</b>	for each occurrence	\$ <b>1,000,000</b>
For the annual aggregate, exclusive of legal defense costs. This coverage is provided under the Policy Number provided above.			
The effective date of said policy is:		<b>04/19/2024</b>	

2. The Insurance afforded with respect to these occurrences is subject to all the terms and conditions of the policy; provided, however, that any provisions inconsistent with subparagraphs (a) – (e) of this paragraph are to be amended to confirm with these subparagraph:
- a. Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

- b. The Insurer is liable for the payment of amounts within any deductible applicable to the policy, to the provider of corrective action or a damaged third party, with a right of reimbursement by the insured for any payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 – 280.102.
- c. Whenever requested by the Director of an implementing agency, the Insurer agrees to furnish to the Director a signed duplicate original of the policy and all endorsements.
- d. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 working days after a copy of such written notice is received by the insured.
- e. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97(b)(1) and that the Insurer is licensed to transact the business of insurance in Oregon.



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President/ COO  
Authorized Representative of  
MID-CONTINENT CASUALTY  
COMPANY

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

**AMENDATORY ENDORSEMENT**

**STATE OF OREGON**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM - TO 00 01

**SECTION VI – CONDITIONS** Paragraph **B. Cancellation**, part 2.a. is deleted in its entirety and replaced by the following:

- a. 10 working days before the effective date of cancellation for nonpayment of premium or misrepresentation;  
or

**SECTION VI – CONDITIONS** Paragraph **K. Representations and Warranties** is deleted in its entirety and replaced by the following:

**K. Representations**

By accepting this policy, you agree:

1. The statements in the Application, Declarations and the Schedule of Designated Sites are accurate, true and complete; and
2. Those statements are based on representations you made to us; and
3. As of the date you signed the Pollution Liability Application, you have disclosed to us all "pollution incidents"; and
4. We have issued this policy in reliance upon your representations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON – MARIJUANA EXCLUSION**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM – TO 00 01

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

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “clean-up costs” arising out of, caused by, or attributable to, whether in whole or in part, the following:
  - a. The design, manufacture, distribution, sale, serving, furnishing, use or possession of “marijuana”;
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of “marijuana”;
2. “Property damage” to “marijuana”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “pollution incident” which caused the “bodily injury” or “property damage”, or resulted in “clean-up costs”, involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, this exclusion does not apply to any “marijuana” that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

**B. The following definition is added to the Definitions section:**

“Marijuana”:

**1. Means:**

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

**2. Paragraph B.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:**

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
  - (1) Resin, oil or wax;
  - (2) Hash or hemp; or
  - (3) Infused liquid or edible marijuana;

Whether derived from any plant or part of any plant set forth in Paragraph **B.2.a.** above or not.

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

**LOADING AND UNLOADING AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM – TO 00 01

**SECTION II – EXCLUSIONS** paragraph **9. Loading and Unloading**, is hereby deleted in its entirety.

The following is added to **SECTION VI – CONDITIONS**:

- S.** Any “pollution incident” that results from the “loading or unloading” of the “storage tank system” must be reported to the company in writing within 72 hours of the “pollution incident.”

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL 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

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (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. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "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;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" 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" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in 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".

"Waste" means any waste material **(a)** 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 **(b)** 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".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** 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;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"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.

"Property damage" includes all forms of radioactive contamination of property.

## MID-CONTINENT GROUP® PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The members of Mid-Continent Group ("Mid-Continent," including those companies listed at the end of this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding information we receive about you. We want you to understand how we gather information about you, how we protect it, and how you can help ensure its accuracy. Although we may provide this Notice as information to additional persons, the terms of this Notice apply to those individuals who inquire about or obtain insurance from Mid-Continent primarily for personal, family or household purposes, and certain group insurance plans. We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Mid-Continent, but does not in any way imply or affect insurance coverage. You can find the online version of this Notice on our web site at [www.mcg-ins.com](http://www.mcg-ins.com).

Because Mid-Continent does not share your information outside of permitted exceptions, there is no need for you to take any action under this Notice. If we change our practices in the future, we will advise you and, if applicable, enable you to "opt-out" of certain sharing.

### 1. What kind of information is collected about you?

We get most of our information about you directly from you, such as your name, address, social security number, income level and certain other financial information, on insurance applications and other forms that you provide to us. While in some cases the information you provide to your insurance representative during the insurance application process gives us all the information we need to evaluate you or your property for insurance, there are instances when we may need additional information or may need to verify information you have given us. In those cases, we may obtain information from outside sources at our own expense.

It is common for an insurance company to ask an independent source to verify and supplement information given on an insurance application. There are many such independent companies, commonly called "consumer reporting agencies," which are in the business of providing independent information to insurance and other financial services companies. We will treat the information we receive about you from an independent reporting agency in accordance with the terms of this Notice. Upon our receipt of your written request sent to the address set forth in Section 5, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you have been an insured customer of ours for a period of time, your record may contain information related to our experiences and transactions with you, such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, information collected by a claims representative and any policy or fire report will be retained by us. Any information that we collect in connection with an insurance claim will be kept in accordance with this Notice.

Each company within Mid-Continent Group may disclose information about you to an affiliate regarding its transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related information, except as permitted or required by law.

Finally, we do use "cookies" when you interact with our web sites to make that experience easy and meaningful for you. When you visit our web site, our web server sends a cookie to your computer. A cookie is an electronically transmitted file that holds small pieces of information. When you navigate through our web site, your browser "requests" pages for you to view, and that request will include the information stored in the cookie we previously sent to your computer. This process is like an electronic "handshake" between our system and your computer; the information exchanged allows us to recognize your browser.

Cookies are used to collect and store only the following information: the visitor's domain name, the Internet address of the web site from which the visitor linked directly to our web site, the pages of our site that the visitor views and the length of time spent on each page, browser and operating system platform type, and the date and time the visitor accessed our site.

Cookies, as well as data taken from them, do not identify you personally. They merely recognize your browser. Unless you choose to identify yourself to us, either by responding to a promotional offer, buying a policy, or registering for an online service, you remain anonymous.

Session cookies exist only during an online session with Mid-Continent. Session cookies allow you to conduct transactions or requests on our web site. Without the session cookie information, we would not be able to complete your web transactions securely. Session cookies help us make sure you are who you say you are after you have logged in. We do not sell this or any other information about you to other web sites, merchants or financial institutions.

## **2. What do we do with information about you?**

Information about you will be kept in our insurance policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims. Generally, personal information about you in our records will not be disclosed by us to any external organization without your prior authorization. However, we may, as permitted by law, share information about you contained in our files with certain persons or organizations such as:

- your insurance representative,
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy,
- adjusters, appraisers, auditors, investigators and attorneys,
- persons or organizations who need the information to perform a business, professional or insurance function for us,
- other insurance companies, agents or consumer reporting agencies as information is needed in connection with any insurance application, policy or claim involving you,
- medical professionals to inform you of a medical condition of which you may not be aware,
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual information may be identified in any research study report,
- persons or organizations that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements,
- our affiliated companies,
- to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

## **3. Who has access to your information?**

Mid-Continent currently incorporates a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to potentially private information. We will educate our employees about the terms of this Notice and the importance of confidentiality and customer privacy. Employees who gain unauthorized access or who otherwise violate our privacy policy are subject to disciplinary action up to and including termination of employment. We plan to monitor and evaluate our information security program and available security software in light of relevant changes in technology to determine ways to increase protections to the security or integrity of our records and information.

#### **4. How can you review recorded information about you?**

Generally, you have the right to review and receive a copy of the recorded personal information about you contained in our files with respect to a particular policy number, except for certain legal and medical documents. You have the further rights to request that we correct any of this information. To exercise these rights, you must send to us a notarized request at the address set forth below stating your complete name, address, insurance policy number, daytime phone number, and a copy of your driver's license or other personal identification. If you believe any information is incorrect, we will investigate and correct it if we can substantiate the error. Even if we do not correct the information, you have the right to file with us a written statement of dispute which we will include in any future disclosure of the information.

#### **5. How can you contact us?**

If, after reading this, you have any questions about our privacy policy, please write to us at the following address:

MID-CONTINENT GROUP  
1437 S. Boulder  
Suite 200  
Tulsa, OK 74119  
Attn: Compliance Office - Privacy

Mid-Continent Casualty Company  
Mid-Continent Assurance Company  
Oklahoma Surety Company

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

**GLOBAL SANCTIONS ENDORSEMENT**

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.



1437 S. BOULDER SUITE 200 TULSA OK 74119

**IN WITNESS CLAUSE**

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.

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**President**

**Secretary**



**MID-CONTINENT GROUP**

**THANK YOU**

On behalf of our entire team, thank you for choosing to protect the security of your business with an insurance policy from Mid-Continent Group. We take this responsibility seriously, and we're committed to providing you with exceptional service and peace of mind.

We strive to provide prompt, professional and personal attention. The trust and support of valued customers like you and the dedicated agents who represent our products is the foundation of our success. We welcome your suggestions and the opportunity to improve any aspect of our performance. We look forward to earning your business, year after year.

Warmest regards,

Barrett Leahy  
President and Chief Operating Officer  
Mid-Continent Group