

NO FLAT CANCELLATIONS

**COMMON POLICY DECLARATIONS
CLAIMS MADE**

Colony Insurance Company
8720 Stony Point Parkway, Suite 300
Richmond, VA 23235

POLICY NUMBER
WA641507-14
RENEWAL OF:
WA641507-13

1. NAMED INSURED AND MAILING ADDRESS:

DON SMALL & SONS OIL DISTRIBUTOR CO
PO BOX 626
AUBURN WA 98002

Please check this policy and endorsements
against original order. RT Specialty
assumes no responsibility for errors.

PRODUCER: 46003

RT Specialty
P O Box 3867
Bellevue, WA 98009

NOTICE: Report all losses to
RT Specialty
PO Box 3867, Bellevue, WA 98009
Phone: 346-352-8977; GUSclaims@rtspecialty.com

2. POLICY PERIOD: From 4/1/2024 to 4/1/2025 12:01 A.M. Standard Time at your Mailing Address above.

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

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
STORAGE TANK POLLUTION LIABILITY COVERAGE PART	
Premium charge for Certified Acts of Terrorism Coverage or Coverage for Certified Acts of Terrorism rejected; Exclusion attached	X
Policy Fee	
Issued March 28, 2024	

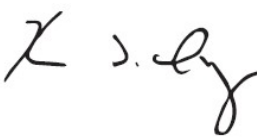
Premium shown is payable at inception. Total Policy Premium: 43907

FORMS APPLICABLE TO ALL COVERAGES:

See Form U001 – Schedule of Forms and Endorsements

4. BUSINESS DESCRIPTION:

Countersigned: March 28, 2024
Date

By: 
Authorized representative

Insured: **DON SMALL & SONS OIL DISTRIBUTOR CO**
Policy Number: **WA641507-14**

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made a part of this policy at the time of issuance:

NUMBER	TITLE
DCJ6550 ENV 1200	COMMON POLICY DECLARATIONS
U001-1004	SCHEDULE OF FORMS AND ENDORSEMENTS
IL0021E(PP)-0700	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
DCJ6553-WA-0601	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY COVERAGE PART DECLARATIONS
E038-1200	SCHEDULE OF FACILITIES ENDORSEMENT
U094-0415	SERVICE OF SUIT ENDORSEMENT
U002A ENV-0812	MINIMUM PREMIUM
E077CERTWA-0519	WASHINGTON CERTIFICATE OF INSURANCE ENDORSEMENT
E091-0904	WAR EXCLUSION
E092WA-0911	WASHINGTON CHANGES – CANCELLATION AND NON-RENEWAL
E078-0412	SUDDEN AND ACCIDENTAL RELEASE DURING LOADING OR UNLOADING COVERAGE
ILP001-0104	OFAC NOTICE
PRIVACYNOTICE-0415	PRIVACY POLICY
SIGCIC-0817	SIGNATURE PAGE
WA-0808	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY
EU163B-0121	TERRORISM EXCLUSION
E067-1200	PER SCHEDULED FACILITY AGGREGATE LIMIT OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

A. This insurance does not apply:

1. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage":
 - a. 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 insurance; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material"
 - (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or
 - (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- c. The "corrective action costs", "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 c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
3. "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.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
5. "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".
6. "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.

- 7. "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.
- 8. "Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

WASHINGTON STORAGE TANK POLLUTION LIABILITY COVERAGE PART

This coverage part consists of this Declarations form, the Washington Storage Tank Pollution Policy Coverage Form and the endorsements indicated as applicable. (See COMMON POLICY DECLARATIONS for items 1 and 2.)

POLICY NO. WA641507-14
NAMED INSURED: DON SMALL & SONS OIL DISTRIBUTOR CO

3. LIMITS OF INSURANCE:

Bodily Injury, Property Damage and Corrective Action Costs:
 Each Claim: \$1,000,000.
 Aggregate Policy Limit: \$9,000,000.

Defense Costs:
 Aggregate Policy Limit: \$500,000.

Deductible (Each Claim): \$10,000

RETROACTIVE DATE

Retroactive Date: SEE E038-1200 12:01 A.M. standard time at your mailing address shown in Item 1 of the Common Policy Declarations

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR / CO	ALL OTHER
WA Storage Tank Pollution Liability Policy		<u>Number of Tanks</u> [37] Underground	Flat		43,757
Per Scheduled Facility Aggregate Limit of Insurance					Included
4. FORMS / ENDORSEMENTS APPLICABLE: See Schedule of Forms – U001 (11/98)			TOTAL PREMIUM FOR THIS COVERAGE PART		43,757

5. FORM OF BUSINESS: CORPORATION
 Audit Period: Annual unless otherwise stated: FLAT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FACILITIES ENDORSEMENT STORAGE TANK POLLUTION LIABILITY COVERAGE

It is agreed that coverage is provided for the "Storage Tank Systems" at the "Scheduled Facility(ies)" listed below:

<u>SCHEDULED FACILITY(IES)</u>	<u>STORAGE TANK SYSTEM(S)</u>
328 C ST NW AUBURN WA 98001	8 RETRO DATE 04/01/91
5550 AUBURN WAY N AUBURN WA 98002	5 RETRO DATE 04/01/91
1725 AUBURN WAY N AUBURN WA 98002	4 RETRO DATE 04/01/91
520 E MAIN ST AUBURN WA 98002	3 RETRO DATE 04/01/91
210W MAIN AUBURN WA 98001	2 RETRO DATE 04/01/91
8220 CENTER ST TUMWATER WA 98501	3 RETRO DATE 04/01/91
112 3RD NW AUBURN WA 98047	4 RETRO DATE 04/01/91
30405 PACIFIC HWY S FEDERAL WAY WA 98003	3 RETRO DATE 07/11/00
150W SANDERSON WAY SHELTON WA 98584	5 RETRO DATE 02/01/01

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager

Colony Insurance Company,
Colony Specialty Insurance Company, or
Peleus Insurance Company
8720 Stony Point Parkway, Suite 400
Richmond, Virginia 23235

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel

Colony Insurance Company,
Colony Specialty Insurance Company, or
Peleus Insurance Company
P.O. Box 469011
San Antonio, Texas 78246

Where required by statute, regulation or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM PREMIUM

The following additional policy Conditions supersede any other policy Conditions regarding a minimum premium for this Policy and any provisions within the Cancellation and Non-Renewal Condition regarding the computation of unearned premium:

Policy Premium

Policy premium means the premium that is calculated as follows:

1. The total policy premium as shown in the policy Declarations, plus
2. Any premium adjustment by endorsements, plus
3. Any additional premium developed by audit.

Audits

Audits will not reduce the policy premium. The due date for audit premium is the date shown as the due date on the bill.

Cancellation and Minimum Earned Premium

1. If you cancel this Policy, the return premium will be 90% of the unearned premium. However, as a minimum earned premium, we will retain no less than 25% of the policy premium.
2. If we cancel the Policy:
 - a. for non-payment of premium, the earned premium will be computed pro rata based on the length of the cancelled policy term; however, as a minimum earned premium, we will retain no less than 25% of the policy premium; or
 - b. for any reason other than non-payment of premium, the earned premium will be computed pro rata based on the length of the cancelled policy term and the minimum earned premium as stated in Paragraph 2. a. above shall not apply.

Any unearned premium will be returned as soon as practicable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CERTIFICATE OF INSURANCE STATE OF WASHINGTON

NAME OF INSURER: Colony Insurance Company

ADDRESS OF INSURER: 8720 Stony Point Parkway, Suite 300
Richmond, VA 23235

NAME OF INSURED: **DON SMALL & SONS OIL DISTRIBUTOR CO**

ADDRESS OF INSURED: **PO BOX 626**
AUBURN WA 98002

POLICY NUMBER: **WA641507-14**

PERIOD OF COVERAGE: **4/1/2024 TO 4/1/2025**

CERTIFICATION:

1. Colony Insurance Company, the "Insurer", as identified above, hereby certifies that it has issued liability insurance covering the following Underground Storage Tank(s):

See Schedule of Facilities Endorsement (E038)

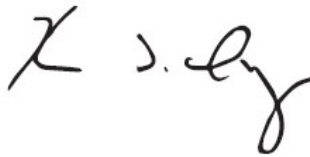
For taking remedial action and compensating third parties for "bodily injury" and "property damage" caused by either sudden accidental releases or non-sudden accidental releases or accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms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

The Limits of Liability are \$1,000,000 Each Occurrence and \$9,000,000 Annual Aggregate, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under WA641507-14. The effective date of said policy is 4/1/2024.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
 - A. Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this certificate applies.
 - B. The insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of remedial action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in WAC 173-360A-1060 through 173-360A-1065 and 173-360A-1070 through 173-360A-1073.

- C. Whenever requested by the Washington State Department of Ecology, the Insurer agrees to furnish the Department 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 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 the 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 WAC 173-360A-1083 and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines Insurer, in one or more states.



Authorized Representative of Colony Insurance Company
Kieran Dempsey
Executive Vice President / Chief Underwriting Officer

General Mailing Address:

General Counsel
Argo Group US, Inc.
P. O. Box 469011
San Antonio, Texas 78246

Courier Address only (Fed Ex/ UPS):

8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

Telephone #: 1-877-474-8808

E-mail Address: claimreportingva@colonyspecialty.com

Certificate Holder:

Business Licensing Service
P.O. Box 9034
Olympia, WA 98507-9034

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION AND ENVIRONMENTAL PROFESSIONAL LIABILITY POLICY
CONTRACTORS POLLUTION LIABILITY POLICY
SITE POLLUTION CLEANUP LIABILITY POLICY
ENVIRONMENTAL CONSULTANTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY
STORAGE TANK POLLUTION LIABILITY POLICY

A. Exclusion I. is replaced by the following:

This Policy does not apply to:

I. Any "claim" arising, directly or indirectly, out of:

War, including:

- a.** 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.** insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- d.** strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government, public or local authority.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WASHINGTON CHANGES – CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

STORAGE TANK POLLUTION LIABILITY POLICY

IX. CONDITIONS, G. Cancellation and Non-Renewal is deleted and replaced with the following:

G. Cancellation and Non-Renewal

1. Cancellation:

1. The First Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- (1) Written notice by mail, fax or e-mail;
- (2) Surrender of the policy or binder; or
- (3) Verbal Notice

Upon receipt of such notice, we will cancel this policy or any binder issuer as evidence of coverage, effective on the later of the following:

- (1) The date on which notice is received or the policy or binder is surrendered; or
 - (2) The date of cancellation requested by the First Named Insured.
2. We may cancel this policy by mailing or delivering to the First Named Insured and the First Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or misrepresentation; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
3. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".
4. If this Policy is issued to comply with any law or regulation which requires notice of cancellation to any government body, cancellation shall not be effective until the required notice has been provided by the Named Insured or the Company.
5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

2. Nonrenewal

We may elect not to renew this policy for an additional "policy period" by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the First Named Insured and the First Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 60 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUDDEN AND ACCIDENTAL RELEASE DURING LOADING OR UNLOADING COVERAGE

This endorsement modifies insurance provided under the following:

WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY

SCHEDULE

LIMIT OF INSURANCE
Sudden And Accidental Release During Loading Or Unloading – Aggregate Policy Limit: \$ 1,000,000

A. **I. INSURING AGREEMENT** is amended by the addition of the following:

Sudden And Accidental Release During Loading Or Unloading Coverage

The Company will pay, subject to:

1. the amount stated in the Declarations as LIMITS OF INSURANCE – EACH CLAIM;
2. the amount stated in the Declarations as Deductible (Each Claim); and
3. the Limit of Insurance shown in the SCHEDULE above;

those sums the insured becomes legally obligated to pay as “corrective action costs”, “bodily injury” or “property damage” because of a “sudden and accidental” “release” of a “petroleum product” during the “loading or unloading” of a “motor vehicle” at a “scheduled facility” to which this insurance applies.

B. **IV. LIMITS OF INSURANCE AND DEDUCTIBLE**, A.2. is deleted in its entirety and replaced with the following and A.3. is added:

2. Subject to LIMITS OF INSURANCE – EACH CLAIM, the Company’s liability for all “claims” covered under this Policy, except for those resulting from “sudden and accidental” “releases” of “petroleum products” during the “loading or unloading” of “motor vehicles” at “scheduled facilities”, shall not exceed the amount stated in the Declarations as LIMITS OF INSURANCE – AGGREGATE POLICY LIMIT. This limit is the maximum amount for which the Company is liable for damages arising out of all “claims” covered under this Policy, except for those resulting from “sudden and accidental” “releases” of “petroleum products” during the “loading or unloading” of “motor vehicles” at “scheduled facilities”.
3. Subject to LIMITS OF INSURANCE – EACH CLAIM, the Company’s liability for all “claims” covered under this Policy resulting from “sudden and accidental” “releases” of “petroleum products” during the “loading or unloading” of “motor vehicles” at “scheduled facilities”, shall not exceed the Limit of Insurance shown in the SCHEDULE above. This limit is the maximum amount for which the Company is liable for damages arising out of all “claims” covered under this Policy resulting from “sudden and accidental” “releases” of “petroleum products” during the “loading or unloading” of “motor vehicles” at “scheduled facilities”.

C. **V. DEFINITIONS** is amended by the addition of the following:

“Sudden and accidental” means the “release”:

1. Begins abruptly on a clearly definable day;
2. Begins and ends in its entirety within a period of time that does not exceed 7 days; and
3. Is neither directly nor indirectly causally related to any previous “release” occurring at the “scheduled facility” within the preceding 12 months.

D. **VI. EXCLUSIONS**, G. is deleted in its entirety and replaced with the following:

This Policy does not apply to:

G. Any “claim” based on or arising out of the ownership, entrustment, use, operation or “loading or unloading” of any “motor vehicle”, aircraft, watercraft or rolling stock. However, this exclusion does not apply to any “claim” resulting from a “sudden and accidental” “release” of a “petroleum product” during the “loading or unloading” of a “motor vehicle” at a “scheduled facility”.

E. **VIII. NOTICE OF CLAIM** is deleted in its entirety and replaced with the following:

VIII. NOTICE OF CLAIM

The insured shall provide written notice to the Company as soon as practicable following any “claim” or any event which the insured shall have reason to believe might result in a “claim”, except for any “claim” or any event resulting from a “sudden and accidental” “release” of a “petroleum product” during the “loading or unloading” of a “motor vehicle” at a “scheduled facility”, which must be reported to the Company in writing within 21 days following the “sudden and accidental” “release”. The insured shall also include in such written notice details of the “release” or event.

The insured shall notify the Company in writing of any of the following:

1. Any “claim” or suit made against or received by the insured;
2. Any action or proceeding which may impose a legal obligation on the insured for a “claim”;
3. Any conditions, events or circumstances that may give rise to a “claim” that, if first reported to the Company during the “policy period”, may be covered by this Policy; or
4. Any conditions, events or circumstances for which notification to any governmental agency is required.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

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

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

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

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

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

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

Privacy Policy

Argo Group US, Inc. (“Argo Group”) recognizes the importance of maintaining the privacy of our customers and the confidentiality of each individual’s nonpublic personal information, including Social Security numbers. We take seriously the responsibility that accompanies our collection of nonpublic personal information, including Social Security numbers. Accordingly, Argo’s corporate policy is to protect the privacy and confidentiality of our consumers and their nonpublic personal information as required by law.

Information Collection and Use

In order to conveniently and effectively provide and service the insurance products we sell, we may collect and use Social Security numbers and other nonpublic personal information. As such, this policy does not prohibit the collection or use of Social Security numbers and nonpublic personal information where legally authorized and/or required. This policy complies with the requirements of the Gramm-Leach-Bliley Act (GLBA) and applicable federal and state laws and regulations implementing the act. Such laws impose certain obligations upon third persons and organizations with which we share nonpublic personal information of our consumers, customers, former customers, or claimants. Accordingly, we prohibit the unauthorized disclosure of Social Security numbers and other protected nonpublic personal information, except as legally required or authorized.

Information Sharing and Disclosure

Argo Group does not rent, sell or share your personally identifiable information with nonaffiliated third parties. Argo Group may, however, share personally identifiable information with third-party contractors. These third-party contractors are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees.

Finally, Argo Group may transfer information, including any personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

In order to protect your nonpublic personal information, we limit access to nonpublic personal information by only allowing authorized personnel to have access to such information. Furthermore, we maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual’s protected information are destroyed before disposal; this destruction process includes the shredding of print and disposable media and deletion of electronic media. Argo Group has security measures in place to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged both on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting facility. Administrative access is limited not

only to authorized employees but also to specific remote administration protocols and IP addresses. All employees with access to personally identifiable information have been advised of Argo Group's security policies and practices. Argo Group will continue to conduct internal audits of its security systems and make all necessary enhancements to ensure the safety of the website and its users. No method of transmission over the Internet or method of electronic storage is 100% secure; therefore, while Argo Group uses commercially acceptable means to protect your information, we cannot guarantee absolute security.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of Social Security numbers and other protected nonpublic personal information is expected to immediately report such behavior to the General Counsel for further action.

Corrected/Updated Information

This policy applies to certain insureds of Argo Group, including but not limited to worker's compensation claimants. If you have any questions about this Privacy Policy, please contact:

General Counsel
Argo Group US, Inc.
P.O. Box 469011
San Antonio, Texas 78246
(210) 321-8400

*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Southwest Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; Argonaut Limited Risk Insurance Company; ARIS Title Insurance Corporation; Select Markets Insurance Company; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company (fka Colony National Insurance Company); Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Grocers Insurance Agency, Inc.; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; Commercial Deposit Insurance Agency, Inc.; Sonoma Risk Management, LLC; John Sutak Insurance Brokers, Inc.; Colony Management Services, Inc.; Argonaut Management Services, Inc.; and Argonaut Claims Management, LLC. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company



President



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER SCHEDULED FACILITY AGGREGATE LIMIT OF INSURANCE

The Policy is amended to apply a separate Aggregate Limit of Insurance for each facility scheduled on the Policy in the amount shown below.

Per Scheduled Facility Aggregate Limit of Insurance \$ 1,000,000

Section IV. A. Limits of Insurance is deleted and replaced with the following:

1. The Company's total liability for all "claims" first reported to the Company during the "policy period" and the Extended Reporting Period, shall not exceed the Aggregate Policy Limit shown in Item 3. Limits of Insurance of the Policy Declarations.
2. Subject to the foregoing, the Company's total liability for all "claims" against a "scheduled facility" first reported to the Company during the "policy period" or Extended Reporting Period shall not exceed the Per Scheduled Facility Aggregate Limit of Insurance shown above.
3. Subject to the foregoing, the Company will pay covered "claims" in excess of the Deductible amount as shown in Declarations up to but not exceeding the Each "Claim" Limit.
4. The Per Scheduled Facility Aggregate Limit provided in this endorsement is included within and does not increase the Aggregate Policy Limit shown in Item 3. of the Policy Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ CAREFULLY.

PROVISIONS

In consideration of payment of the premium, in reliance upon the statements in the Declarations, Endorsements and Application made a part hereof, and subject to all the terms, Conditions, Notice of Claim provisions, Deductible, Limits of Insurance and Exclusions of this Policy, the Company agrees with the Named Insured shown in the Declarations as follows:

I. INSURING AGREEMENT

A. The Company will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay as:

1. "corrective action costs"; and
2. "bodily injury" or "property damage";

because of a "release" of a "petroleum product" from a "storage tank system" at a "scheduled facility" to which this insurance applies.

B. The Company will have the right and duty to defend the insured against a "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage". However, the Company will have no duty to defend the insured against any "claim" seeking "corrective action costs", "bodily injury" or "property damage" to which this insurance does not apply. The Company may, at its discretion, investigate any "release" and settle any "claim" that may result. But:

1. The amount the Company will pay for damages is limited as described in **IV. LIMITS OF INSURANCE**;
2. The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of "corrective action costs" or damages because of "bodily injury" or "property damage"; and
3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided in **II. DEFENSE COSTS**.

C. This insurance applies only if:

1. The "release" emanates from a scheduled "storage tank system" at a "scheduled facility";
2. The "release" first commences subsequent to the Policy effective date or retroactive date, if applicable; and
3. **The "release" is reported in writing to the Company subsequent to the effective date and prior to the expiration date of the Policy or Extended Reporting Period, if applicable.**

D. All "claims" for "corrective action costs" or for "bodily injury" or "property damage" from the "release" will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to the Company.

II. DEFENSE COSTS

A. The following expenses shall be included in the Defense Costs incurred by the Company.

1. All fees, costs or expenses resulting from the defense and appeal of a covered "claim" other than salary costs of the Company's employees.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance.
3. All reasonable expenses incurred by the insured at the Company's request to assist in the investigation or defense of a "claim" or suit, including actual loss of earnings up to \$100 a day because of time missed from work.
4. All costs taxed against the insured in a suit.
5. Prejudgment interest awarded against an insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable Limit of Insurance, the Company will not pay any prejudgment interest based on the period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance for Defense Costs described in **IV. LIMITS OF INSURANCE AND DEDUCTIBLE** of this Policy.

III. WHO IS AN INSURED

If designated in the Declarations as:

- A. An individual, the individual and their spouse are insureds, but only with respect to the conduct of a business of which the individual is the sole owner.
- B. A partnership or joint venture, the partnership or joint venture is an insured. Members and partners of the business and their spouses are also insureds, but only with respect to the conduct of the business.
- C. A limited liability company, the limited liability company is an insured. Its members are also insureds, but only with respect to the conduct of the business. Managers are insureds, but only with respect to their duties as managers of the business.
- D. An organization other than a partnership, joint venture or limited liability company, the organization is an insured. Executive officers and directors are insureds, but only with respect to their duties as officers or directors of the organization. Stockholders are also insureds, but only with respect to their liability as stockholders.
- E. Employees, other than either executive officers (if the organization is other than a partnership, joint venture or limited liability company) or managers (if the business is a limited liability company) are insureds, but only for acts within the scope of their employment by the business or while performing duties related to the conduct of the business.

IV. LIMITS OF INSURANCE AND DEDUCTIBLE

- A. "Bodily injury", "property damage" and "corrective action costs".
 1. The Company's liability for each "claim" covered under this Policy shall not exceed the amount stated in the Declarations as LIMITS OF INSURANCE – EACH CLAIM. This limit is the maximum amount for which the Company is liable for damages arising out of each "claim" or suit covered hereunder.
 2. Subject to LIMITS OF INSURANCE – EACH CLAIM, the Company's liability for all "claims" covered under this Policy shall not exceed the amount stated in the Declarations as LIMITS OF INSURANCE – AGGREGATE POLICY LIMIT. This limit is the maximum amount for which the Company is liable for damages arising out of all "claims" covered under this Policy.
- B. Defense Costs.
 1. The Company's liability for Defense Costs for all "claims" covered under the Policy shall not

exceed the amount stated in the Declarations as DEFENSE COSTS – AGGREGATE POLICY LIMIT.

C. With regard to paragraphs A. and B. above the following applies.

1. The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance.
2. Two or more “claims” or suits arising out of the same, intermittent, interrelated, associated, repeated or continuous “release” shall be considered a single “claim” subject to the Each “Claim” Limit of Insurance shown in the Declarations of the Policy in effect when the first “claim” is reported to the Company, and shall be deemed first reported to the Company during the “policy period” in which the initial “claim” is first reported to the Company.
3. Subject to the foregoing, the Company will pay covered “claims” in excess of the Deductible amount shown in the Declarations up to but not exceeding the Each “Claim” Limit.

D. For the purpose of complying with Certificates of Insurance required by state or federal government with regard to environmental protection laws and regulations, a single or continuous, intermittent, interrelated, associated or repeated “release” as defined in the Policy shall be considered an occurrence to which the Each Claim Limit shown in the Declarations shall apply.

V. DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

- A. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- B. “Claim” means:
1. Under **I. Insuring Agreement**, A.1., written notice to the Company during the “policy period” of a “release” of a “petroleum product” from a scheduled “storage tank system” at a “scheduled facility”; or
 2. Under **I. Insuring Agreement**, A.2., written notice to the Company during the “policy period” of any statement of potential responsibility or demand for money made against the insured alleging damages because of “bodily injury” or “property damage” arising out of a “release” of a “petroleum product” from a scheduled “storage tank system” at a “scheduled facility”.
- C. “Corrective action costs” means reasonable and necessary expenses to evaluate, monitor, analyze, remedy, remove, abate or neutralize a “release” of a “petroleum product” to the extent required at 173-340 WAC.
- D. “Loading or unloading” means:
1. The delivery of a “petroleum product” to a scheduled “storage tank system”; or
 2. The dispensing of a “petroleum product” from a scheduled “storage tank system” to customers of the insured.
- E. “Motor vehicle” means any land motor vehicle, trailer or semi trailer designed for travel on public roads.
- F. “Petroleum product” means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived therefrom.
- G. “Policy period” means the period shown as such in the Declarations, unless earlier canceled pursuant to **IX. CONDITIONS**, G. of this Policy.
- H. “Property damage” means:
1. Physical injury to or destruction of tangible property, including the loss of use thereof, and

2. The reduction in the fair market value of real or personal property not owned, leased or otherwise under the control of any insured.
- I. "Release" means spilling, leaking, emitting, discharging, escaping or leaching.
 - J. "Scheduled facility" means any location shown in the Schedule of Facilities endorsement attached to this Policy.
 - K. "Storage tank system" means:
 1. An underground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, where the volume of the tank and piping is 10 percent or more beneath the surface of the ground; and
 2. An above ground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, where the volume of the tank and piping is more than 90 percent above the surface of the ground;
 that are scheduled on the Policy.
 - L. "Theft" means the unlawful taking of any "petroleum product" from any "storage tank system" at the "scheduled facilities" to the deprivation of the insured.
 - M. "Vandalism" means the willful and malicious damage to or destruction of any "storage tank system" at the "scheduled facilities".
 - N. "Water damage" means damage to any "storage tank system" at the "scheduled facilities" caused by:
 1. Flood, surface waters, waves, tides, tidal waves, mudflow, overflow of any body of water, or their spray, all whether driven by wind or not;
 2. Water under the ground surface pressing on, flowing or seeping through, or flowing on, under, above or around any "storage tank system"; or
 3. Water that enters the "storage tank system" or that causes the "storage tank system" to float.

VI. EXCLUSIONS

This Policy does not apply to:

- A. Any "release" known to the insured prior to the effective date of the "policy period".
- B. Any "claim" based on or arising out of the insured's obligation to pay damages by reason of assumption of liability in a contract or agreement unless the insured is otherwise legally obligated in the absence of the contract or agreement.
- C. Any "claim" submitted by an employee, partner, shareholder or joint venturer of any insured or by a business enterprise or individual or its agents, employees, assignees or subrogees that wholly or partly owns, leases, operates, manages or otherwise controls the insured.
- D. Any "claim" based on or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law.
- E. Any "claim" based on or arising out of "bodily injury" to:
 1. An employee of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or

2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1 above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- F. Any "claim" based on or arising out of any knowingly unlawful, dishonest, fraudulent, criminal, malicious or wrongful act, error or omission committed by, at the direction of or with the knowledge of an insured, its agents, contractors or consultants, whether or not such act is committed in the course and scope of employment or duties with or on behalf of the insured.
- G. Any "claim" based on or arising out of the ownership, entrustment, use, operation, "loading or unloading" of any "motor vehicle", aircraft, watercraft or rolling stock.
- H. Any "claim" based on or arising out of the intentional, willful or deliberate non-compliance with or the reckless disregard of any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, court order, executive order or instruction of any governmental agency or body where the insured caused, aided, assisted, encouraged or concealed such non-compliance.
- I. Any "claim" based on or arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- J. Any "claim" based on or arising out of a "release" commencing after the date any "scheduled facility" and/or "storage tank system" is sold, abandoned, given away, leased, subleased or ceases to be operated by or otherwise under the control of the insured.
- K. Any "claim" based on or arising out of any costs, charges or expenses the insured incurs in the operation or maintenance of any "scheduled facility".
- L. Any costs, charges or expenses for the reconditioning or replacement of any "petroleum products".
- M. Any costs, charges or expenses to repair, upgrade, rebuild, replace, recondition, maintain, or close any "storage tank system".
- N. Any "claim" for punitive, exemplary or multiplied compensatory damages or statutory assessments or any civil, administrative or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.
- O. Any "claim" based on or arising out of a "release" that is intended or expected from the standpoint of the insured.
- P. Any "claim" based on or arising out of an intermittent, interrelated, associated, repeated or continuous "release" first commencing prior to the retroactive date.
- Q. Any "claim" based on or arising out of any act or attempted act of "theft".
- R. Any "claim" based on or arising out of any act or attempted act of "vandalism".
- S. Any "claim" based on or arising out of "water damage".
- T. Any "claim" based on or arising out of a "release" of a "petroleum product" from an above ground "storage tank system" caused by, resulting from, contributed to or aggravated by earth movement, including, but not limited to, earthquake, landslide, mudflow, earth sinking, earth rising or shifting.

However, this exclusion applies only if the total capacity of all above ground "storage tank systems" at the "scheduled facilities" is equal to or exceeds 1,000 gallons.

VII. TERRITORY

This Policy only applies to "claims" which are brought in the United States, its territories or possessions, or Canada.

VIII. NOTICE OF CLAIM

The insured shall provide written notice to the Company as soon as practicable following any "claim" or any event which the insured shall have reason to believe might result in a "claim". The insured shall also include in such written notice details of the "release" or event.

The insured shall notify the Company in writing of any of the following:

1. Any "claim" or suit made against or received by the insured;
2. Any action or proceeding which may impose a legal obligation on the insured for a "claim";
3. Any conditions, events or circumstances that may give rise to a "claim" that, if first reported to the Company during the "policy period", may be covered by this Policy; or
4. Any conditions, events or circumstances for which notification to any governmental agency is required.

IX. CONDITIONS

- A. Changes: Notice to any agent or knowledge possessed by any agent or by any other personnel shall not effect a waiver or change any part of this Policy or prevent the Company from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by Endorsement issued by the Company.
- B. Insurance: In the event other valid and collectible insurance issued by another insurer exists with respect to "claims" asserted under this Policy, the insurance afforded by this Policy shall apply as follows:
 1. This insurance shall apply as excess insurance over any other valid and collectable insurance, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend.
 2. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of the "claim", if any, that exceeds that total amount that all such other insurance will pay for the "claim" in the absence of this insurance.

The insured shall, upon request, promptly provide the Company with copies of all policies potentially applicable to a "claim" covered by this Policy.

- C. Inspection and Audit: The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on the insured's behalf or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The Company may examine, audit, copy and inspect the insured's books, records and services at any time during the "policy period" and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this Policy including the right to charge additional premium and the right to withdraw, rescind or void the Policy, if its examination, audit or inspection reveals any material risk, hazard or

condition that is not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

- D. Assignment: Assignment of interests under this Policy shall not bind the Company, except by Endorsement issued by the Company and made a part of this Policy.
- E. First Named Insured as Sole Representative: The First Named Insured shall act on behalf of all insureds with respect to completing the application for this insurance, including representing the truth and completeness of all information as required in **IX. CONDITIONS**, M., giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium and agreeing to any changes in this Policy.
- F. Insolvency of the insured: Bankruptcy or insolvency of the insured or the insured's estate shall not relieve the Company of any of its obligations hereunder.
- G. Cancellation and Non-Renewal: This Policy may be canceled by the First Named insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing by Certified Mail Return Receipt Requested a written notice to the First Named Insured at the address shown in this Policy. The effective date of such cancellation shall be not less than 60 days (ten days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".

Delivery of such written notice either by the First Named Insured or by the Company shall be equivalent to mailing. If notice is mailed by Certified Mail, the Return Receipt shall be sufficient proof of notice. If this Policy is issued to comply with any law or regulation which requires notice of cancellation to any governmental body, cancellation shall not be effective until the required notice has been provided by the Named Insured or the Company.

If the Company cancels this Policy, unearned premium shall be computed pro rata; if the First Named Insured cancels, the unearned premium shall be the customary short rate proportion of the premium. In either event, the applicable unearned premium shall be returned to the Named Insured as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

If the Company elects not to renew this Policy for an additional "policy period", the Company shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 60 days prior to the end of the "policy period".

- H. Action against Company: No action by the insured shall be taken against the Company:
 - 1. Unless written notice of intent is made to the Company by the insured 90 days prior to suit, and as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy; and
 - 2. Until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual administrative proceeding or trial and appeal, if any, or by written agreement of the insured, the claimant, and the Company.

No person or organization shall have any right under this Policy to join the Company as a party to any action against the insured to determine the insured's liability nor shall the Company be impleaded by the insured or its legal representative.

- I. Subrogation: In the event the Company makes any payment under this Policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization. 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 under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the insured and the Company in proportion to each amount actually paid as a result of the judgment, settlement or defense of a "claim".

- J. Assistance and Cooperation: The insured shall:

1. Cooperate with the Company and upon the Company's request shall produce all requested information and documentation, within a reasonable time;
2. Submit to examinations and interrogations by the Company's representative, under oath if required;
3. Attend hearings, depositions and trials; and
4. Assist in effecting settlements and securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits.

The insured shall not, except at its own cost, make any payment or admit any liability for any "claims". The insured shall not, except with the approval of the Company, undertake any corrective action on its own behalf or engage any person or entity to provide such services.

- K. Duty of Named Insured to Report Changes: At all times during the "policy period", the Named Insured shall have the duty to notify the Company promptly of any change in the ownership of the Named Insured or a "scheduled facility". Notwithstanding such notice, no coverage is afforded by this Policy with respect to any "scheduled facility" which is not shown in the Declarations or by Endorsement issued by the Company.

- L. Representations: By acceptance of this Policy, the Named Insured agrees that:

1. this policy consists of the Declarations, the coverage forms, all endorsements attached to the policy, the completed and signed application and all supplementary information and statements the insured has provided to the Company;
2. all of the information and statements provided to the Company by the insured are true, accurate and complete. This policy has been issued in reliance upon the truth and accuracy of those representations;
3. no concealment, misrepresentation or fraud shall avoid or defeat recovery under this policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this policy which, if known by the Company, would have led the Company to refuse to enter into this contract at its current terms, conditions or pricing, or to provide coverage for a "claim" hereunder, will be deemed material; and
4. material concealment, fraud or misrepresentation may result in the denial of a "claim" under this Policy and/or the rescission of this Policy.

X. EXTENDED REPORTING PERIOD

In the event this Policy is canceled or non-renewed by the Named Insured or the Company, the Named Insured is entitled to the following extension of coverage.

An Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 180 days. This extension of coverage does not apply

if coverage for the "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage" is provided by other insurance.

However, there shall be no entitlement to this extension if coverage is terminated due to the Named Insured's non-payment of the premium or Deductible or for failure to comply with the terms and Conditions of the Policy.

This extension of coverage shall be subject to all the terms and conditions of this Policy and shall apply to "claims" first made against the insured and reported to the Company that result from a "release" of a "petroleum product" emanating from a scheduled "storage tank system" at a "scheduled facility" that first commences subsequent to the Policy effective date or retroactive date, if any, and before the end of the "policy period".

The fact that the period during which "claims" may be reported to the Company under this Policy is extended by virtue of the Extended Reporting Period does not in any way increase the Limits of Insurance of this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

SITE POLLUTION LIABILITY POLICY

STORAGE TANK POLLUTION LIABILITY POLICY

WASHINGTON HEATING OIL STORAGE TANK POLLUTION LIABILITY POLICY

WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY

A. This Endorsement documents that you have been offered “certified act of terrorism” coverage and that you have declined such coverage. Accordingly, the Policy is amended by the addition of the exclusion in Paragraph B. below.

B. Terrorism Exclusion

The **EXCLUSIONS** section is amended by the addition of the following:

TERRORISM

This insurance does not apply to “any injury or damage” arising, directly or indirectly, out of:

“Terrorism”. This exclusion also applies to any action in hindering or defending against an actual or expected incident of “terrorism”, regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage; and including damages arising, directly or indirectly, out of the above that are awarded as punitive damages.

C. Disclaimer

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 Policy.

D. Additional Definitions

The **DEFINITIONS** section is amended by the addition of the following:

For the purposes of this Endorsement, “any injury or damage” means any injury or damage covered under any Policy to which this Endorsement is applicable and includes but is not limited to any “bodily injury”, “property damage”, “corrective action” or “corrective action costs” as may be defined in any applicable Policy.

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals, and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

“Terrorism” includes a “certified act of terrorism” and acts:

- a. that involve the use, release or escape of nuclear materials, or directly or indirectly result in nuclear reaction or radiation or radioactive contamination;
- b. that are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

Multiple incidents of “terrorism” which occur within a seventy-two-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.