

ENVIRONMENTAL LEGAL LIABILITY – SUMMARY OF COVERAGE

Insurer	Aspen Specialty Insurance Company	Policy Number ER00A9V22
Policy Period	January 1, 2022 to January 1, 2023	
Retroactive Date	January 1, 2009	
Who is Covered?	Member Districts who schedule their covered premises on a property schedule and have paid a contribution for property coverage to the Pool	
Limits of Liability	Each Pollution Incident	\$1,000,000
	Aggregate Limit	\$5,000,000 Shared By All Members
Sub-Limits of Liability	Environmental Crisis	\$ 500,000 Aggregate
	Business Interruption Coverage	\$ 250,000 Aggregate
	Dedicated Legal Defense Expense	\$1,000,000 Aggregate
	Perfluorinated Compounds	\$ 100,000 Aggregate
Deductible/Retention	Each Pollution Incident	\$1,000 Member Deductible
Form	Claims-Made and Reported Basis Coverage Form	
Coverage	<p>1. First Party Protection</p> <p>For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.</p> <ol style="list-style-type: none"> a. Clean-up: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location. b. Emergency Response: Covers emergency response cost resulting from a pollution incident: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations. c. Environmental Crisis: Covers crisis cost resulting from a crisis event. d. Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy. <p>2. Legal Liability Protection</p> <p>For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.</p> <ol style="list-style-type: none"> a. Insured Location: Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location. b. Non-owned Site: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site. c. Transportation: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation. 	



**Colorado Special Districts
Property and Liability Pool**

	<p>d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.</p>
Defense Costs	Legal defense expenses and settlement shall erode the limits of liability
<p>Major Exclusions (Refer to master policy document for complete list)</p>	<ul style="list-style-type: none"> ▪ Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured’s Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation ▪ Lead at all gun or shooting ranges ▪ Maintenance, Upgrades, Improvements or Installations where required by law ▪ Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period ▪ Prior Claims ▪ Communicable Disease
<p>Major Terms & Conditions (Refer to master policy document for complete list)</p>	<ul style="list-style-type: none"> ▪ Insured Locations Schedule – per schedule on file with the insurer ▪ Named Insured Schedule – per schedule on file with the insurer ▪ Premium Adjustment: Quarterly reporting with annual adjustment ▪ Minimum Earned Premium – 25% of total premium ▪ Automatic Acquisition (New Conditions Coverage Only) Endorsement – written notice required within 120 days of the close date or effective date of any property acquisition or lease ▪ Basic Extended Reporting Period (90 Days) – included in form ▪ Public Entity Coverage Amendatory Endorsement ▪ Sudden and Accidental Coverage Limitation Endorsement - 10 day discovery period / 30 day reporting period for all water wells ▪ Notice of Cancellation – 120 days except 15 days for non-payment of premium ▪ Terrorism Risk Insurance Act Endorsement
Notices	<p><u>Notice of Claim</u> Aspen Specialty Insurance Company c/o Aspen Specialty Insurance Management, Inc. 590 Madison Avenue, 7th Floor, New York, NY 10022 Main Tel: (646) 502-1000 Fax: (646) 502-1020 Email: environmental.claims@aspen-insurance.com</p> <p><u>Environmental Emergency Response Hotline – 24/7 Service</u> (877)-337-9936 press 1 EER@aspen-insurance.com</p> <p><u>Crisis Management Firm</u> Edelman Jorge A. Ortega, General Manager 1845 Woodall Rodgers Freeway, Suite 1200, Dallas, TX 75201 Tel: (214) 443-8807 Mobile: (305) 587-1023 Email: jorge.ortega@edelman.com</p>
Note	<ul style="list-style-type: none"> ▪ Aboveground storage tanks must be scheduled for coverage to apply. ▪ Underground storage tanks are covered only after underwriting approval of a completed application and certification report and paid contribution.

This summary is a brief overview of the policy and has been prepared as a guideline for reference only. Please refer to the master policy document for the actual coverage terms.