

Colorado Special Districts Property and Liability Pool
POLLUTION LIABILITY DECLARATIONS

Insurer	Illinois Union Insurance Company	Policy Number PPE G24888770 009
Retroactive Date	January 1, 2010	
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	Per Pollution Condition or Indoor Environmental Condition	\$1,000,000
	Aggregate Limit - All Pollution Conditions or Indoor Environmental Conditions	\$5,000,000 Shared All Members
Sub-Limits of Liability	Catastrophe Management Costs	\$ 500,000 Aggregate
	Business Interruption Coverage	\$ 250,000 Aggregate
	Dedicated Legal Defense Expense	\$1,000,000 Aggregate
Self-Insured Retention	Per Pollution Condition or Indoor Environmental Condition	\$ 1,000 Member Deductible
Form	Claims-Made and Reported Basis Coverage Form	
Policy Period	January 1, 2018 to January 1, 2019	
Coverage	<p>NEW POLLUTION CONDITIONS OR INDOOR ENVIRONMENTAL CONDITIONS (Coverage A.)</p> <p>“Claims” and “first-party claims” arising out of: 1) a “pollution condition” on, at, under or migrating from a “covered location”; or 2) an “indoor environmental condition” at a “covered location”, provided the “claim” is first made, or the “insured” first discovers such “pollution condition” or “indoor environmental condition”, during the “policy period”. Any such “claim” or “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”.</p> <p>TRANSPORTATION (Coverage B.)</p> <p>“Claims” and “first-party claims” arising out of a “pollution condition” resulting from “transportation”, provided the “claim” is first made, or the “insured” first discovers such “pollution condition”, during the “policy period”. Any such “claim” or “first-party claim” must be reported to the Insurer, in writing, during the “policy period” or within thirty (30) days after the expiration of the “policy period”.</p>	
Defense Costs	Legal defense expenses and settlement shall erode the limits of liability	
Coverage Trigger	This policy provides liability coverage on a claims-made and reported basis, which covers only claims first made against the insured and reported to the insurer, in writing, during the policy period. This policy also provides first-party coverages on a discovered and reported basis, which covers only pollution conditions and indoor environmental conditions, as applicable, first discovered during the policy period and for which a first-party claim is reported to the insurer, in writing, during the policy period. Finally, this policy provides coverage for emergency response costs that is limited by more specific reporting criteria and covers only emergency response costs incurred, and reported to the insurer, in writing, within the specific timing requirements identified in this policy.	

<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, Divested Property, Employers Liability, First-Party Property Damage, Fraud or Misrepresentation, Insured's Internal Expenses, Insured vs. Insured, Intentional Non-Compliance, 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 ▪ Perfluorinated compounds including, but not limited to perfluoroalkyl substances (PFASs), perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA) including, but not limited to any PFAS, PFOS and PFOA-related products and chemicals ▪ Lead – applies at all gun or shooting ranges ▪ Maintenance, Upgrades, Improvements or Installations – applies to all water treatment plants
<p>Major Terms & Conditions (Refer to master policy document for complete list)</p>	<ul style="list-style-type: none"> ▪ 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 ▪ Business Interruption Coverage Limitation Endorsement ▪ Defense Dedicated Aggregate Sublimit Endorsement ▪ Indoor Environmental Conditions (Fungi-Water Intrusion Event Exception) Limitation Endorsement - 10 day discovery period / 30 day reporting period for any hospitals, healthcare facilities, single-family residences or dwellings ▪ Public Entity Coverage Amendatory Endorsement ▪ Sudden and Accidental Coverage Limitation Endorsement - 10 day discovery period / 30 day reporting period for all water wells ▪ Terrorism Risk Insurance Act Endorsement
<p>Notices</p>	<p><u>Notice of Claim or Pollution Condition</u> CHUBB Environmental Risk Claims Manager Chubb USA Claims P.O. Box 5103 Scranton, PA 18505 Fax: (866)635-5687</p> <p>First Notice Fax: (800) 951-4119 First Notice Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com</p> <p><u>Environmental Incident Alert – 24 Hour Emergency Response Hotline</u> 1-888-310-9553</p>
<p>Note</p>	<ul style="list-style-type: none"> ▪ Aboveground storage tanks must be scheduled for coverage to apply. ▪ Underground storage tanks are covered only with completed application, underwriting review and approval, and paid contribution.

**This Declaration represents only a brief summary of coverages.
Please refer to the master policy document for the actual coverage terms.**