

**ENVIRONMENTAL LEGAL LIABILITY – SUMMARY OF COVERAGE**

<b>Insurer</b>	Aspen Specialty Insurance Company	<b>Policy Number</b> ER00A9V25
<b>Policy Period</b>	January 1, 2025 to January 1, 2026	
<b>Retroactive Date</b>	January 1, 2009	
<b>Who is Covered?</b>	Member Districts who schedule their covered premises on a property schedule and have paid a contribution for property coverage to the Pool	
<b>Limits of Liability</b>	Each Pollution Incident	\$1,000,000
	Aggregate Limit	\$5,000,000 Shared By All Members
<b>Sub-Limits of Liability</b>	Environmental Crisis	\$ 500,000 Aggregate
	Business Interruption Coverage	\$ 250,000 Aggregate
	Dedicated Legal Defense Expense	\$1,000,000 Aggregate
	Perfluorinated Compounds	\$ 100,000 Aggregate
<b>Deductible/Retention</b>	Each Pollution Incident	\$1,000 Member Deductible
<b>Form</b>	Claims-Made and Reported Basis Coverage Form	
<b>Coverage</b>	<p><b>1. First Party Protection</b></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> <ul style="list-style-type: none"> <li>a. <b>Clean-up:</b> Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.</li> <li>b. <b>Emergency Response:</b> 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.</li> <li>c. <b>Environmental Crisis:</b> Covers crisis cost resulting from a crisis event.</li> <li>d. <b>Business Interruption:</b> 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.</li> </ul> <p><b>2. Legal Liability Protection</b></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> <ul style="list-style-type: none"> <li>a. <b>Insured Location:</b> 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.</li> </ul>	



## Colorado Special Districts Property and Liability Pool

	<p>b. <b>Non-owned Site:</b> 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.</p> <p>c. <b>Transportation:</b> 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.</p> <p>d. <b>Covered Operations:</b> 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>
<b>Defense Costs</b>	Legal defense expenses and settlement shall erode the limits of liability
<b>Major Exclusions</b> (Refer to master policy document for complete list)	<ul style="list-style-type: none"><li>▪ 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</li><li>▪ Lead at all gun or shooting ranges</li><li>▪ Maintenance, Upgrades, Improvements or Installations where required by law</li><li>▪ Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30-day reporting period</li><li>▪ Prior Claims</li><li>▪ Communicable Disease</li></ul>
<b>Major Terms &amp; Conditions</b> (Refer to master policy document for complete list)	<ul style="list-style-type: none"><li>▪ Insured Locations Schedule – per schedule on file with the insurer</li><li>▪ Named Insured Schedule – per schedule on file with the insurer</li><li>▪ Premium Adjustment: Quarterly reporting with annual adjustment</li><li>▪ Minimum Earned Premium – 25% of total premium</li><li>▪ 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</li><li>▪ Basic Extended Reporting Period (90 Days) – included in form</li><li>▪ Public Entity Coverage Amendatory Endorsement</li><li>▪ Sudden and Accidental Coverage Limitation Endorsement - 10 day discovery period / 30 day reporting period for all water wells</li><li>▪ Notice of Cancellation – 120 days except 15 days for non-payment of premium</li><li>▪ Terrorism Risk Insurance Act Endorsement</li></ul>



<b>Notices</b>	<p><u>Notice of Claim</u> Aspen Specialty Insurance Company c/o Aspen Specialty Insurance Management, Inc. Newport Office Center III 499 Washington Blvd, 8<sup>th</sup> Floor Jersey City, NJ 07310 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>
<b>Note</b>	<ul style="list-style-type: none"><li>▪ Aboveground storage tanks must be scheduled for coverage to apply.</li><li>▪ Underground storage tanks are covered only after underwriting approval of a completed application and certification report and paid contribution.</li></ul>

**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.**