



Pollution Legal Liability Insurance Proposal Carson Reclamation Authority / Carson Goose Owner

PREMIUM SUMMARY

Policy Term	Limit Step-Up Manuscript	Limit Each/Aggregate	Deductible	Beazley
10 years	Policy Inception to December 31, 2027:	\$1.00 / \$1.00	\$250,000	\$ 1,915,152
	December 31, 2027 to Policy Expiration:	\$50,000,000 / \$50,000,000		

*Beazley Program is \$50M with quota share participation from Consortium and Hartford

Please Note:

1. Defense is within the limits of liability, unless otherwise noted.
2. The multi-year options apply with a single aggregate limit that is **not** re-instated annually.
3. Surplus lines taxes and fees will apply **in addition** to the premiums listed above.
4. See individual specimen forms for standard exclusions, terms, and conditions.
5. TRIA (terrorism) is optional coverage at 5%. TRIA is **not included** in the premiums listed above.
6. Premiums include commission payable to Marsh: Beazley at 17.5%.
7. *The carriers are non-admitted in the Home State and other jurisdictions. As such, they are not supervised by the State(s) and, in the event of insolvency; they are not covered by the State Insurance Guaranty Fund.*

Subjectivities

Beazley requires the following information prior to binding coverage:

1. Completed, signed and dated Beazley ECLIPSE application.
2. Signed TRIA form for US locations.
3. Details of any updates or amendments to the Remedial Action Plan approved by the DTSC (originally dated October 1995) or operation and maintenance agreements. **SATISFIED/REMOVED**
4. Details of how amendments to the RAP or operation and maintenance agreements are typically requested/handled by the regulator. **SATISFIED/REMOVED**
5. Has there been any testing/ monitoring of PFAS/ PFOA etc. (it is understood that the DTSC has not requested sampling)? **SATISFIED/REMOVED**
6. Coverage to be placed via Lloyd's of London using an appropriate broker.

COVERAGE SUMMARY

Features	Beazley
Carrier	Lloyds Syndicates 623/2623
AM Best Rating	A, XV
Coverage	Claims-made and reported Non-admitted *Surplus lines taxes and fees will apply
Policy Form	ECLIPSE F00370 022015 ed.
Deductible Amendatory	Aggregate Deductible: USD750K Maintenance Deductible: USD100K Deductible for I. C. and I.D.: USD50K
Minimum Earned	100% at inception
Covered Location	Former Cal Compact Landfill (157 acre property), 20300 Main Street, Carson, CA 90745 as more fully described in Appendix A and B (attached).
Limit of Liability Amendatory	\$25M CRA
Endorsement Goose Owner Reserved Program Sublimit	\$25M CGO

The information contained in this document provides only a general overview of subjects covered, is not intended to be taken as advice regarding any individual situation, and should not be relied upon as such. Insureds should consult their insurance and legal advisors regarding specific coverage issues. All insurance coverage is subject to the terms, conditions, and exclusions of the applicable individual policies. Marsh cannot provide any assurance that insurance can be obtained for any particular client or for any particular risk.

Features	Beazley
New Conditions	Included
Pre-Existing Conditions	Included
Clean-Up Costs	Included
On-Site	Included
Off-Site	Included
Trigger:	
1 ST Party Discovery	Included for New Conditions
3 rd Party/Government Agency Claims	Included
3 rd Party Bodily Injury	Included
3 rd Party Property Damage	Included
Natural Resource Damage	Included
Legal Defense	Included within and erodes the policy limits
Transportation Cargo	Included
Non-Owned Disposal Sites (NODS)	Included
Business Interruption	Included: \$25M sublimit No soft costs cover
1 st Party Diminution in Value	Included: \$15M sublimit
Repair and Modification Costs associated with Force Majeure Event	Included: \$5M sublimit x \$500K deductible
Disinfection	Included: \$25M sublimit
Prior Known Pollution Conditions Exclusion – Coverage	<p>Conditions known and not disclosed are excluded. Disclosed conditions deemed discovered during policy period.</p> <p>Under Clause I. Insuring Clause I.B. for Cleanup Costs and related Claims Expenses arising out of or resulting from VOCs, SVOCs, TCE, PCE, Hydrocarbons, PCBs, metals, including any breakdown, daughter, co-products or derivative products thereof, in or affecting soil, groundwater, surface water/sediment, the atmosphere, and/or soil vapor, where such Pollution Conditions are on, at or under the Covered Location.</p> <p>However, this exclusion shall be removed in the event the California Department of Toxic Substances Control (“DTSC”) issues a Remedial Action Completion Report (“RACR”) with regard to any specified geographic area or landfill cell within the Covered Location (each, a “Cell”), in which event this Endorsement will be deleted or modified by the Underwriters solely with respect to Pollution Conditions on, at, or under the Cell that is the subject of the RACR.</p> <p>It is further agreed that such deletion or modification shall not be effective until the Underwriters issue an Endorsement deleting or modifying this Specified Coverage and Contamination Endorsement for the applicable Cell. In no event shall the Underwriters be liable for Cleanup Costs or Claims Expenses resulting from such Cleanup Costs that were incurred to achieve approval of such RACR or to address upgrade and/ or modifications to any building protection systems.</p>
Landfill Material Exclusion	<p>Solely with respect to Cleanup Costs and associated Claims Expenses incurred as a result of a Pollution Condition on, at, or under a Covered Location, for or arising out of or resulting from the cost of removal of waste material placed in landfill cells located on, at or under a Covered Location.</p> <p>However, this exclusion shall be removed in the event the California Department of Toxic Substances Control (“DTSC”) issues a Remedial Action Completion Report (“RACR”) with regard to any specified geographic area or landfill cell within the Covered Location (each, a “Cell”), in</p>

Features	Beazley
	<p>which event this Endorsement will be deleted or modified by the Underwriters solely with respect to Pollution Conditions on, at, or under the Cell that is the subject of the RACR.</p> <p>It is further agreed that such deletion or modification shall not be effective until the Underwriters issue an Endorsement deleting or modifying this Endorsement for the applicable Cell. In no event shall the Underwriters be liable for Cleanup Costs or Claims Expenses resulting from such Cleanup Costs that were incurred to achieve approval of such RACR or to address upgrade and/or modifications to any building protection systems.</p>
Closure/Post-Closure Exclusion	<p>Closure Plan or Post-Closure Plan</p> <p>for Cleanup Costs associated with or arising out of the periodic monitoring, sampling and reporting to the Department of Toxic Substances Control, of groundwater treatment systems, landfill gas extraction systems, extraction wells and leachate collection and capping systems, including associated monitoring, located at the Covered Location pursuant to the requirements of the Closure Plan or Post-Closure Plan.</p> <p>“Closure Plan or Post-Closure Plan” means that certain Remedial Action Plan approved by the Department of Toxic Substances Control dated October 1995, as amended, relating to the Covered Location, and any operation and maintenance agreements hereafter approved by DTSC with respect to any one or more cells at the Covered Location under and pursuant to the aforesaid Remedial Action Plan pertaining to the operation or maintenance of groundwater treatment, landfill gas extraction treatment systems, landfill cap components and associated monitoring or extraction wells at the Covered Location.</p>
Institutional and Engineering Controls Exclusion	<p>1. the failure by any Insured, its agents, contractors, or representatives, to implement, install, operate, monitor, maintain or enforce Institutional Controls or Engineering Controls for a Covered Location; or</p> <p>2. any ongoing or necessary costs associated with implementing, designing, installing, operating, monitoring, maintaining or enforcing Institutional Controls or Engineering Controls for a Covered Location.</p>
PFAS	No Exclusion / Silent
Disclosed Document Schedule	Disclosure schedule to be appended to Application and made part of the policy
Terrorism	Available for 1% AP
Other notable endorsements	<p>Insured Endorsements: Broad NI, CRA Insureds, and Goose Insureds</p> <p>Cyber Acts Clarification</p> <p>Asbestos/LBP Coverages</p> <p>Methamphetamines Cover</p> <p>Mold cover upon COO</p> <p>Future Purchaser Endorsement</p> <p>Intentional Acts</p> <p>Choice of Law: CA</p>
GT/Marsh Specialty Amendatory Endorsements	Included

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