

IN THE DISTRICT COURT IN AND FOR CHEROKEE COUNTY
STATE OF OKLAHOMA

CHEROKEE NATION, an Indian Tribe,
CHEROKEE NATION BUSINESSES, LLC, and
CHEROKEE NATION ENTERTAINMENT, LLC

Plaintiffs,

vs.

LEXINGTON INSURANCE COMPANY, et al.,

Defendants.

Case No. CV-20-150

Judge Douglas Kirkley

**DEFENDANT HALLMARK SPECIALTY INSURANCE COMPANY'S
RESPONSE TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

Defendant Hallmark Specialty Insurance Company (“Hallmark”) objects and responds to the Motion for Partial Summary Judgment on Business Interruption Coverage filed by the Cherokee Nation, Cherokee Nation Businesses, LLC and Cherokee Entertainment, LLC (collectively, “the Cherokee Nation”).¹

INTRODUCTION

The Cherokee Nation seeks summary judgment for alleged business interruption losses due to the closure of its properties in March 2020. While the Cherokee Nation says it closed facilities to encourage social distancing and suppress the transmission of COVID-19, the Cherokee Nation’s closures do not create coverage for losses outside the terms of Hallmark’s Policies.

The Cherokee Nation was issued property insurance through the Tribal First Property Insurance Program (“TPIP”) for the policy period of July 1, 2019 to July 1, 2020. The Cherokee

¹ Hallmark adopts the Opposition Brief filed by Lexington and joined by all defendants and presents additional arguments specific to the Policies issued by Hallmark.

Nation was insured under Declaration 37, Cherokee Businesses under Declaration 31, and Cherokee Entertainment under Declaration 15.

The Evidence of Coverage forms identify Lexington Insurance Company “and Additional A Rated and Non Admitted Carriers” as the insurance companies.² The Policies include a TPIP USA Form No. 15 with the wording of the Primary Policy, which is “[s]ubject to specific exclusions, modifications, and conditions hereinafter provided”³ The Primary Policies’ “Priority of Payments” provisions defines how coverage applies to the primary and excess carriers and recognizes the excess policy forms have additional exclusions.⁴ Hallmark’s “obligations under contracts of insurance to which they subscribe are several, not joint and are *limited solely to the extent of their individual subscriptions*.”⁵

Schedules of Carriers identify each subscribing insurer, its limit of liability, policy number, and some provisions of coverage.⁶ The first excess layer provides total coverage of \$12,500,000 Excess of \$2,500,000, "To pay the difference between \$15,000,000 (100%) per occurrence/per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services." Hallmark’s participation in the first excess layer, under Policy Nos. 73PRX19A1BE, 73PRX19A1C4, and PRX19A1B7, is 7.5% (up to \$937,500). Hallmark also has 10% (up to \$5,000,000) participation under Policy Nos. 73PRX19A1FB, 73PRX19A1FA, and PRX19A1EF, of the \$50,000,000 layer, excess of

² Ex. 1 to Plaintiff’s Response to Hallmark and Aspen’s Motion to Dismiss.

³ Ex. 2 to Plaintiff’s Response to Hallmark and Aspen’s Motion to Dismiss, at p. 5.

⁴ *Id.* at p. 8 (“In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary/underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any to the peril(s) or coverage(s) insured hereunder.”).

⁵ *Id.* at p. 36.

⁶ Ex. 5 to Plaintiff’s Response to Hallmark and Aspen’s Motion to Dismiss.

\$50,000,000. The Cherokee Nation had notice that Hallmark’s coverage was a portion of two excess layers and subject to additional forms.⁷

Hallmark, as an excess insurer owes no obligations to the Cherokee Nation until the primary and underlying layers of insurance have been exhausted according to the terms of the Policy. In addition, the Hallmark Policies exclude loss from any biological materials or agents, which include viruses. Hallmark asks this Court to deny the Cherokee Nation’s Motion for the reasons in Lexington’s Opposition and due to additional exclusions discussed below.

ADDITIONAL UNDISPUTED MATERIAL FACTS

Hallmark adopts and incorporates by reference the Response to Plaintiff’s Material Facts and the Statement of Additional Undisputed Material Facts in Lexington’s Opposition to Plaintiff’s Motion for Partial Summary Judgment. Hallmark also offers the following additional undisputed material facts:

1. Hallmark provides excess insurance to the Cherokee Nation:
 - a. The Policies each state:

I. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. *Upon exhaustion of the limit of liability of the primary / underlying coverage, this Policy shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.*

[Tribal First Policy Wording Form, at p. 8 of 68 (Ex. 1) (emphasis added)].

- b. Hallmark’s “obligations under contracts of insurance to which they subscribe are

⁷ *Id.*

several, not joint and are *limited solely to the extent of their individual subscriptions.*”

[*Id.* at 36 of 38 (emphasis added)].

- c. Lexington is identified as the Insurer for the “Primary Layer” of \$2,500,000. [Lexington Declarations (Ex. 2)].
- d. The Participation Schedule forms show the primary layer of insurance as \$2,500,000 [Participation Schedule (Ex. 3)]. Lexington is identified as the sole insurer for the “Primary Layer.” [*Id.*]
- e. Hallmark’s participation in the first excess layer, under Policy Nos. 73PRX19A1BE, 73PRX19A1C4, and PRX19A1B7, is 7.5% (up to \$937,500). Hallmark also has 10% (up to \$5,000,000) participation pursuant to Policy Nos. 73PRX19A1FB, 73PRX19A1FA, and PRX19A1EF, of the \$50,000,000 layer, excess of \$50,000,000. [*Id.*]

2. Hallmark Policy Nos. 73PRX19A1D1, 73PRX19A1C4 and PRX19A1B7 have Endorsements, each of which states in part:

**NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION
ENDORSEMENT**

...

- B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, . . . *biological materials or agents*, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

[Hallmark Policy Nos. 73PRX19A1D1, 73PRX19A1C4, and PRX19A1B7, Form HP NB 01 01 15 (Ex. 4) (excerpt) (emphasis added)].

3. Hallmark Policy Nos. 73PRX19A1FB, 73PRX19A1FA, and 73PRX19A1EF each have a “Commercial Property Exclusion Endorsement (Asbestos, Pollutants and NBCR),” which states in part:

1. EXCLUSIONS

C. NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION CLAUSE . . .

2) Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, . . . **biological materials or agents**, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

[Hallmark Policy 73PRX19A1FB, 73PRX19A1FA, and 73PRX19A1EF, Form HP CP 01 03 17 (Ex. 5) (emphasis added)].

4. “Biological agents include . . . viruses” [U.S. Dept. of Labor, Occupational Safety and Health Administration, Biological Agents, www.osha.gov/biological-agents (Ex. 6)]. OSHA identifies COVID-19 as a biological agent. [*Id.*]

ARGUMENT AND AUTHORITIES

I. THE HALLMARK POLICIES ARE NOT TRIGGERED UNTIL THE LIMITS OF INSURANCE OF THE UNDERLYING PRIMARY POLICIES ARE EXHAUSTED

“[T]here is usually no obligation to the insured until after the primary coverage limits have been exhausted.” *USF&G v. Federated Rural Elec. Ins. Corp.*, 2001 OK 81, ¶8, 37 P.3d 828, 831 (citing *Equity Mut. v. Spring Valley Wholesale Nursery, Inc.*, 1987 OK 121, 747 P.2d 947). “An excess insurer has a reasonable economic expectation that it will not be responsible on its policy until the insurance at the level lower to [it] has been exhausted in accordance with the express

provisions and obligations in the insurance contract.” *Steadfast Ins. Co. v. Agri. Ins. Co.*, 2013 OK 63, 304 P.3d 747 (citing *USF&G*, 2001 OK 81, ¶ 15, 37 P.3d 828, 833).

Hallmark is an excess carrier. [Add. Mat. Fact No. 1]. No insurance payments have been made to the Cherokee Nation by any carrier for its claimed loss, and the primary and underlying layers of insurance have not been exhausted. Hallmark therefore owes no obligation to the Cherokee Nation, and summary judgment should be denied to the Cherokee Nation.

II. THE HALLMARK POLICIES EXCLUDE THE CHEROKEE NATION’S ALLEGED LOSS

A. The Biological Exclusion Precludes Coverage for the Cherokee Nation’s Alleged Loss

Both Hallmark Policies have exclusions for losses from biological agents.⁸ Hallmark Policy 73PRXI9A1BB has an endorsement that excludes coverage for:

loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to . . . **biological materials or agents**, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused. Hallmark reserves the right to deny coverage under this exclusion.

[Add. Mat. Fact No. 2]. Hallmark Policy 73PRX19A1F2’s Commercial Property Exclusion Endorsement (Asbestos, Pollutants and NBCR) excludes coverage for:

Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to . . . **biological materials or agents**, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

⁸ Additional terms, conditions and exclusions also apply to the Cherokee Nation’s claim for property damage, and Hallmark does not waive its right to raises those terms, conditions and exclusions at a later date.

[Add. Mat. Fact No. 3]. The Policy does not define biological materials or agents. In the absence of a policy definition, Oklahoma law requires an insurance term to be given its plain and ordinary meaning. *Bituminous Cas. Corp. v. Cowen Const., Inc.*, 2002 OK 34, ¶ 12, 55 P.3d 1030, 1034 (interpreting property damage and pollutants). The plain and ordinary meaning of “biological materials or agents” includes viruses. “Biological agents include . . . viruses” [Add. Mat. Fact No. 4]. The Cherokee Nation’s claim for alleged property damage from COVID-19, a virus, is therefore excluded from coverage under Hallmark’s Policies. The Cherokee Nation’s Motion should be denied.

CONCLUSION

For all the foregoing reasons, and those incorporated by reference from Lexington Insurance Company's Opposition Brief, Hallmark respectfully requests the Court deny the Cherokee Nation’s Motion for Partial Summary Judgment on Business Interruption.

Respectfully submitted,



By:

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***Attorneys for Defendants Hallmark Specialty
Insurance Company and Aspen Specialty
Insurance Company and Aspen Insurance UK,
LTD***

CERTIFICATE OF SERVICE

I, hereby certify that on 14th day of September, 2020, I caused to be mailed a true and correct copy of the within and foregoing instrument to:

<p>Michael Burrage Reggie Whitten J. Revell Parrish Patricia A. Sawyer Austin Vance J. Renley Dennis WHITTEN BURRAGE LAW FIRM 512 North Broadway Ave, Ste 300 Oklahoma City, OK 73102</p> <p>Michael B. Angelovich Bradley W. Beskin NIX PATTERSON, LLP 3600 N. Capital of Texas Hwy, Ste B350 Austin, TX 78746</p> <p><i>Attorneys for Plaintiff</i></p>	<p>Richard J. Doren Matthew A. Hoffman GIBSON DUNN & CRUTCHER, LLP 333 South Grand Ave Los Angeles, CA 90071-3197</p> <p>Phil R. Richards RICHARDS & CONNOR ParkCentre Blvd, 12th Floor 525 S. Main St. Tulsa, OK 74103</p> <p><i>Attorneys for Defendant Lexington Insurance Company</i></p>
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*Attorneys for Certain Underwriters at
Lloyd's, London subscribing to Policy No.
PJ193647: (ASC1414, XLC 2003, TAL 1183,
MSP 318, ATL1861, KLN 510, AGR 3268)
and XL Catlin Insurance Company UK Ltd;*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ1900131: (CNP
4444);*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ1933021: (KLN
510, ATL 1861, ASC 1414, QBE 1886, CIN
318, APL 1969, CHN 2015) and XL Catlin
Insurance Company UK Ltd;*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PD-10367-05:
(BRT 2987) for the Cherokee Nation
Entertainment, LLC; PD-10367-05
(BRT2987) for the Cherokee Nation
Businesses, and PD-11091-00 (BRT2987)
for the Cherokee Nation;*

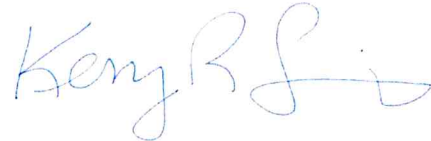
*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ19000067:
(KLN 0510, TMK 1880, BRT 2987 and 2988,
BRT 2988, CNP 4444, ATL 1861, AUW*

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Attorneys for ABC Insurance Co.

*0609, TAL 1183, AUL 1274, Neon
Worldwide Property Consortium 9761); and*

*Endurance Worldwide Insurance Ltd T/AS
Sompo International (policy numbers
PJ1900134-A and PJ1900134-B).*



Kerry R. Lewis/Dan S. Folluo

EXHIBITS

Hallmark Specialty Insurance Co.'s Separate Response to Motion for Partial Summary Judgment (Cherokee Nation)

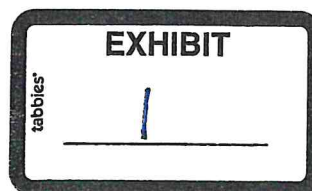
- Ex. 1: Tribal First Policy Wording, TPIP USA FORM No. 15 – excerpts
- Ex. 2: Lexington Declarations (first pages only)
- Ex. 3: Participation Schedule
- Ex. 4: Policy Endorsement - Hallmark Policy Nos. 73PRX19A1D1, 73PRX19A1C4 & 73PRX19A1B7
- Ex. 5: Policy Endorsement – Hallmark Policy 73PRX19A1FB, 73PRX19A1FA & PRX19A1EF
- Ex. 6: OSHA, Biological Agents (screenshot of www.osha.gov/biological-agents)



**TRIBAL FIRST
POLICY WORDING**

TPIP USA FORM No. 15

**Coverage Incepting
July 1, 2019 to July 1, 2020**



The Company shall not be liable for loss to any Unit of Insurance covered hereunder unless such loss exceeds the percentages stated in this Policy of the replacement values of such Unit of Insurance at the time when such loss shall happen, and then only for its proportion of such excess.

I. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. Upon exhaustion of the limit of liability of the primary / underlying coverage, this Policy shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.

5. If there be any other insurance upon the within described property, the Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the Named Insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. The Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the Named Insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific;
California Bankers' Association – Committee on Insurance

AA. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several, not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

AB. LOSS PAYABLE PROVISIONS

A. LOSS PAYABLE

ALLIANT PROPERTY INSURANCE PROGRAM

DECLARATION PAGE

(PRIMARY LAYER)

SECTION A

POLICY NUMBER: 38412468

SUB-LIMITS OF LIABILITY CONT.:	\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
	\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
	\$	2,500,000	Money & Securities for named perils only as referenced within the policy.
	\$	2,500,000	Unscheduled Fine Arts.
	\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.
	\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$	25,000,000	Transit.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Varies per Named Insured	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.



ALLIANT PROPERTY INSURANCE PROGRAM
DECLARATION PAGE
(Primary Layer)

1. **Insurer Name:** LEXINGTON INSURANCE COMPANY
Administrative Offices: 99 High Street, Boston, MA 02110-2310
2. **Policy Number:** 017471589/06
3. **Named Insured:** All Entities listed as Named Insureds on file with Alliant Insurance Services, Inc.
4. **Mailing Address of Insured:** As on file with Alliant Insurance Services, Inc.
c/o 325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360
-

5. **Policy Period:** From: July 1, 2019
To: July 1, 2020
- Both days at 12:01 a.m. Local Standard Time

6. **Limits of Liability:**
- 55% of \$2,500,000 Primary Layer Per occurrence, per declaration (as Section A and Section B noted below) subject to an annual aggregate which is adjustable based on the actual premium on file with Alliant Specialty Insurance Services Inc. for the perils of All Risk including Earthquake, Flood, Boiler and Machinery Breakdown, excluding Terrorism.

7. **Sub-Limits of Liability:**
- The program sub-limits as outlined in Section A (Declarations 1-14, 18-30, 32-34) and Section B (Declarations 15-17, 31 and 37) are 100% per occurrence per declaration ground up sub-limits. Lexington shall not be liable for more than our proportional share (55% of the Primary \$2,500,000) of the program sub-limits which are part of and not in addition to the policy limit of liability. When a sub-limit of liability applies in the aggregate, the insurer's maximum amount payable for such sub-limited coverage will not exceed such sub-limit of liability during any policy year. To the extent there exists a difference between the Evidence of Coverage and program sub-limit the Evidence of Coverage sub-limit applies.

8. **Deductibles:**
- Program Deductibles as outlined in the corresponding Sections below:

Section A: Declarations 1-14, 18-30, 32-34 exclusively
Section B: Declarations 15-17, 31 and 37 exclusively

To the extent there exists a difference between the Evidence of Coverage and program deductibles the Evidence of Coverage deductible applies.

9. **Terms and Conditions:** 25% Minimum Earned Premium and cancellations subject to 10% penalty
10. **Notification of Claims to:** Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11 th Floor
San Francisco, CA, 94111

This document does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Schedule of Carriers and Participations.

Ray Corbett
Senior Vice President



Dated: 08/13/2019

(Authorized Representative)

Alliant Specialty Insurance Services
Alliant Underwriting Services
325 E. Hillcrest Drive, Suite 250
Thousand Oaks, CA 91360

ALLIANT PROPERTY INSURANCE PROGRAM
DECLARATION PAGE
(Primary Layer)

1. **Insurer Name:** LEXINGTON INSURANCE COMPANY
Administrative Offices: 99 High Street, Boston, MA 02110-2310

2. **Policy Number:** 38412453

3. **Named Insured:** All Entities listed as Named Insureds on file with Alliant Insurance Services, Inc.

4. **Mailing Address of Insured:** As on file with Alliant Insurance Services, Inc.
c/o 325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

5. **Policy Period:** From: July 1, 2019
To: July 1, 2020
Both days at 12:01 a.m. Local Standard Time

6. **Limits of Liability:**
35% of \$25,000,000 Primary Layer Per occurrence, per declaration (as Section A and Section B noted below) subject to an annual aggregate which is adjustable based on the actual premium on file with Alliant Specialty Insurance Services Inc. for the perils of All Risk including Earthquake, Flood, Boiler and Machinery Breakdown, excluding Terrorism.

7. **Sub-Limits of Liability:**
The program sub-limits as outlined in Section A (Declarations 1-14, 18-30, 32-34) and Section B (Declarations 15-17, 31 and 37) are 100% per occurrence per declaration ground up sub-limits. Lexington shall not be liable for more than our proportional share (35% of the Primary \$25,000,000) of the program sub-limits which are part of and not in addition to the policy limit of liability. When a sub-limit of liability applies in the aggregate, the insurer's maximum amount payable for such sub-limited coverage will not exceed such sub-limit of liability during any policy year. To the extent there exists a difference between the Evidence of Coverage and program sub-limit the Evidence of Coverage sub-limit applies.

8. **Deductibles:**
Program Deductibles as outlined in the corresponding Sections below:

Section A: Declarations 1-14, 18-30, 32-34 exclusively
Section B: Declarations 15-17, 31 and 37 exclusively

To the extent there exists a difference between the Evidence of Coverage and program deductibles the Evidence of Coverage deductible applies.

9. **Terms and Conditions:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

10. **Notification of Claims to:** Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11 th Floor
San Francisco, CA, 94111

This document does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Schedule of Carriers and Participations.

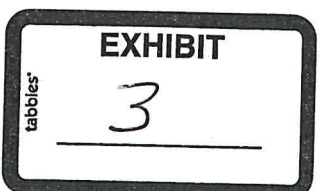
Ray Corbett
Senior Vice President


Dated: 08/13/2019
(Authorized Representative)

Alliant Specialty Insurance Services
Alliant Underwriting Services
325 E. Hillcrest Drive, Suite 250
Thousand Oaks, CA 91360

7/1/2019 7/1/2020 Term
 Declaration #31 - Final Property Insurance Program (PIP 0)

Participation %	Participation \$	Company	Policy #
50.000%	\$ 2,500,000 Primary \$ 1,315,000	(for 55%) Per Occurrence at Named Insured over all Declarations combined. All Risk including EQ & FL, including SAM Lathrop Insurance Company	0174152608
25.000%	\$ 25,000,000	(for 25%) Per Occurrence/Per Declaration All Risk including EQ & FL, including SAM Lathrop Insurance Company	3641N43
10.000%	\$ 25,000,000	(for 15%) Per Occurrence/Per Declaration. All Risk including EQ & FL, including SAM Lathrop Insurance Company	3641N48
17.000%	\$ 12,500,000 Excess of \$2,500,000	To pay the difference between \$15,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Adams Insurance Services. * All Risk including EQ, FL and SAM	
2.000%	\$ 112,500	RHULife/Underwriters at Lloyd's/London Special Insurance Company	P1906C19
4.000%	\$ 500,000	RHULife/Underwriters and Lloyd's syndicate 4444 CDP	P11560131
3.000%	\$ 315,000	One Beacon - Homebased Insurance Company of NY	79600253
1.500%	\$ 927,500	Halsam Specialty Insurance Co	7970CT16ATC
38.000%	\$ 4,750,000	To pay the difference between \$5,000,000 (for 25%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Adams Insurance Services. * All Risk including EQ, FL and SAM	
38.000%	\$ 4,750,000	RHULife/Underwriters and Lloyd's Syndicate 1114 AGC 0510 KLN 1861 ATL 0318 MSP 3569 MGR XL-Cann Insurance Company UK Ltd 1183 TAL	P193647
35.000%	\$ 17,500,000	To pay the difference between \$5,000,000 (for 25%) per occurrence/ per Declaration and \$2,500,000 (for 25%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$15,000,000 (for 25%). All Risk including EQ & FL, including SAM Lathrop Insurance Company	0116045007
6.000%	\$ 1,500,000	Adrian Insurance UK Ltd	PHADET19
2.000%	\$ 500,000	Northbrook Specialty Insurance Company	002851401
10.000%	\$ 2,500,000	PAV Underwriters at Lloyd's Syndicate 1380 AAA	P11560131
47.000%	\$ 35,000,000 Excess of \$15,000,000	All Risk including Flood and Earthquake and SAM Horsleys Syndicate - 7827 1417070107 ATL 1851 108E 185E 05P 01E 20E 1867 08H 2015 20X CAN Horsleys Syndicate Ltd	P193201



21/03/19 21/03/23 Final
 Declaration 21 - Final Property Insurance Program (FPF 3)

Participation	Participation 1	Company	Policy #
\$1,000,000	\$ 2,000,000 Primary	(for 25%) Per Occurrence all named insureds over all Declarations combined. All Risk including EQ & FL, including BSM	0171155006
	\$ 1,375,000	Langston Insurance Company	
\$1,000,000	\$ 1,000,000	(for 25%) Per Occurrence/Per Declaration all Risk including EQ & FL, including BSM	35412423
	\$ 875,000	Langston Insurance Company	
\$1,000,000	\$ 2,000,000	(for 100%) Per Occurrence/Per Declaration all Risk including EQ & FL, including BSM	35412428
	\$ 2,000,000	Langston Insurance Company	
\$1,000,000	\$ 1,200,000 Excess of \$2,000,000	To pay the difference between \$1,000,000 (100%) per occurrence per Declaration and \$2,000,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as laid on file with Axiata Insurance Services.	
	\$ 112,500	Repl Underwritten at Lloyd's Market Specialty Insurance Company	793026219
	\$ 500,000	Risk Underwritten and Underwritten at Lloyd's Market	PJ1900131
	\$ 315,000	One Beacon - Harvard Insurance Company 21 NY	798000235
	\$ 317,500	Habema Specialty Insurance Co.	ZP5R15A101
\$1,000,000	\$ 4,200,000	To pay the difference between \$1,000,000 (100%) per occurrence per Declaration and \$2,000,000 (for 25%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as laid on file with Axiata Insurance Services.	
	\$ 420,000	Risk Underwritten at Lloyd's Market	PJ1900147
	\$ 4,180,000	East Insurance Company UK Ltd, 1183 7th FL	
\$1,000,000	\$ 50,000,000	To pay the difference between \$50,000,000 (for 25%) per occurrence per Declaration and \$2,000,000 (for 25%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$18,000,000 (for 25%). All Risk including EQ & FL, including BSM	
	\$ 17,500,000	Langston Insurance Company	35412421
\$1,000,000	\$ 20,000,000	To pay the difference between \$20,000,000 (100%) per occurrence per Declaration and \$2,000,000 (for 10%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$18,000,000 (for 10%). All Risk including EQ & FL, including BSM	
	\$ 1,500,000	Axiata Insurance UK Ltd	PH062719
	\$ 2,500,000	Risk Underwritten at Lloyd's Market	PJ1900131
	\$ 200,000	Risk Underwritten at Lloyd's Market	PJ1900132
\$1,000,000	\$ 38,000,000 Excess of \$18,000,000	All Risk including Flood and Earthquake and BSM	
	\$ 16,625,000	Risk Underwritten at Lloyd's Market	PJ1900131
	\$ 2,625,000	Risk Underwritten at Lloyd's Market	PO1103100

10,000%	\$	21,000,000	Excess of \$13,000,000	All Risk Including Flood and Earthquake and BLM					
10,000%	\$	2,500,000		Profit Contingency	Windsor Insurance Ltd (New York)				
10,000%	\$	2,500,000							011000014
10,000%	\$	90,000,000	Excess of \$50,000,000	All Risk Including Flood and Earthquake					
10,000%	\$	7,500,000		Act Specialty Insurance Company (Including BLM)					03P10007700
10,000%	\$	12,500,000		Camden Insurance Company (Including BLM)					04M1410011500
10,000%	\$	5,000,000		Halsam Specialty Insurance Company (Including BLM)					72P04100110
10,000%	\$	5,000,000		Abad World National Assurance Company (Including BLM)					001010111111
10,000%	\$	2,500,000		Porti - Evidence Workers Insurance Ltd (New York)					011000014
10,000%	\$	17,500,000		Porti - Evidence Workers Insurance Ltd (New York)					011000067
10,000%	\$	50,000,000		Porti - Evidence Workers Insurance Ltd (New York)					011000067
10,000%	\$	300,000,000	Excess of \$100,000,000	All Risk Including Flood and Earthquake and BLM					
10,000%	\$	300,000,000		Lampson Insurance Company					011000007
10,000%	\$	2,500,000							
10,000%	\$	100,000,000	Excess of \$50,000,000	All Risk Including Flood and Earthquake and BLM					
10,000%	\$	100,000,000		RSLU - Lexington American Insurance Company					010000104
10,000%	\$	2,500,000							
10,000%	\$	300,000,000	Excess of \$50,000,000	All Risk Including Flood and Earthquake and BLM					
10,000%	\$	300,000,000		XI Insurance America, Inc					US00010377010
10,000%	\$	2,500,000							
10,000%	\$	200,000,000	Excess of \$50,000,000	All Risk Including Flood and Earthquake and BLM					
10,000%	\$	200,000,000		RSLU - Lexington American Insurance Company					010000104
10,000%	\$	11,000,000	Excess of \$1,500,000	Excess Boiler and Machinery					
10,000%	\$	2,625,000		Lampson Insurance Company					01100001707
10,000%	\$	2,625,000							
10,000%	\$	50,000,000	Excess of \$50,000,000	Excess Boiler and Machinery					
10,000%	\$	50,000,000		Lampson Insurance Company					01100001707
10,000%	\$	50,000,000							
10,000%	\$	50,000,000	Excess of \$10,000,000	DC Only Layer Including EO and FL					
10,000%	\$	27,500,000		SFU - Certain Underwriters at Lloyd's					00021100008
10,000%	\$	5,000,000		SFU - LHO Global Specialty SC					0000011000008
10,000%	\$	12,500,000		SFU - General Security Indemnity					0000011000008
10,000%	\$	5,000,000		SFU - Certain & Proportional Specialty					0000011000008
10,000%	\$	3,250,000		SFU - Western World Insurance					000000001

7/1/2019 7/1/2020 Trial
 Declaration #15 - Trial Property Insurance Program (TPP 1)

Participation %	Participation \$	Company	Policy #
50.0000%	\$ 2,500,000	Primary (for 55% Per Occurrence all Named Insureds over all Declarations combined. All Risk Including EQ & FL, Including BSM)	
	\$ 1,375,000	Lexington Insurance Company	01747158106
	\$ 23,000,000	(for 35% Per Occurrence/Per Declaration All Risk Including EQ & FL, Including BSM)	
35.0000%	\$ 8,750,000	Lexington Insurance Company	38412153
	\$ 23,000,000	(for 10% Per Occurrence/Per Declaration, All Risk Including EQ & FL, Including BSM)	
10.0000%	\$ 2,500,000	Lexington Insurance Company	38412168
	\$ 12,500,000	Excess of \$2,500,000	
	\$ 3,175,000	To pay the difference between \$15,000,000 (100%) per occurrence per Declaration and \$2,500,000 (for 10%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 10%) as held on the with Alliant Insurance Services.	
2.5000%	\$ 500,000	• All Risk Including EQ, FL and BSM Rohi-Underwriters at Lloyd's-Agen Specialty Insurance Company	P1000CF19
3.0000%	\$ 375,000	Rohi-Underwriters and Lloyd's syndicates 4444 CNP	PJ1800131
7.5000%	\$ 893,500	One Beacon - Homeland Insurance Company of NY	788000237
	\$ 2,125,000	Heliann Specialty Insurance Co.	72PRX19A1B7
	\$ 12,500,000	Excess of \$2,500,000	
	\$ 4,750,000	To pay the difference between \$15,000,000 (100%) per occurrence per Declaration and \$2,500,000 (for 10%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 10%) as held on the with Alliant Insurance Services.	
31.0000%	\$ 4,750,000	• All Risk Including EQ, FL and BSM Rohi-Underwriters and Lloyd's Syndicate: 1414 ASC, 0510 KLN, 1881 ATL, 0319 MSP, 3268 KON, AL, Cera Insurance Company UK Ltd, 1183 IRL	P1158847
	\$ 50,000,000	To pay the difference between \$50,000,000 (for 25%) per occurrence per Declaration and \$25,000,000 (for 25%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate of \$10,000,000 (for 25%), All Risk Including EQ & FL, Including BSM	
31.5000%	\$ 17,500,000	Lexington Insurance Company	0116001307
	\$ 25,000,000	Including BSM	
6.0000%	\$ 1,500,000	Agem Insurance UK Ltd	PRAGET719
2.0000%	\$ 500,000	Ironshore Specialty Insurance Company	000861401
2.0000%	\$ 500,000	Rohi-Underwriters at Lloyd's- Lloyd's Syndicate: 1200 AKA	P11901724
10.0000%	\$ 2,500,000		

10.0000%	\$	35,000,000	Excess of \$15,000,000	All Risk including Flood and Earthquake and B&M	
47.5000%	\$	18,250,000		RH-Lloyds Syndicates - ASC 144, ALN 0510, ATL 1861, CBE 1888, MSP 0318, APL 1668, CIN 2015 and XL Certain Insurance Company UK Ltd	PJ1030321
7.5000%	\$	2,625,000		BH-Certain Underwriters at Lloyd's, London Syndicate 2887 (Non-Admitted)	PJ110303405
55.0000%	\$	19,250,000			
10.0000%	\$	25,000,000	Excess of \$25,000,000	All Risk including Flood and Earthquake and B&M	
10.0000%	\$	2,500,000		RH-Evidence Worldwide Insurance Ltd (via Sampa International)	PJ1030134
10.0000%	\$	50,000,000	Excess of \$50,000,000	All Risk including Flood and Earthquake	
13.0000%	\$	7,500,000		Axi Specialty Insurance Company (excluding B&M)	ES9720331442
25.0000%	\$	12,500,000		Evonox Insurance Company (excluding B&M)	MKV140P1236
10.0000%	\$	5,000,000		Halsnik Specialty Insurance Company (excluding B&M)	ZP9R19A1EF
10.0000%	\$	5,000,000		Allied World National Assurance Company (excluding B&M)	03-D-8171-N
5.0000%	\$	2,500,000		RH - Evidence Worldwide Insurance Ltd (via Sampa International (excluding B&M)	PJ1900134
35.0000%	\$	17,500,000		RH - Lloyds Underwriters - Syndicates, (ALN 0510, TUK 1888, BRT 2987, BRT 2988, CUP 4444 ATL 1861, Neon Worldwide Property Consortium, AUW 0029, YAL 1183 and ALL 1274 (excluding B&M)	PJ1900067
10.0000%	\$	50,000,000			
100.0000%	\$	450,000,000	Excess of \$500,000,000	All Risk excluding EQ, FL, B&M	
100.0000%	\$	450,000,000		XL Insurance America Inc (As per Addendum - except \$454,046,151 limit for Sycuan Band of the Ammery Nation)	US9003281PR19A
100.0000%	\$	450,000,000			
100.0000%	\$	450,000,000	Excess of \$1,950,000,000	All Risk excluding EQ, FL, B&M	
33.33%	\$	150,000,000		RSU - Landmark American Insurance Company	LRT24650
22.22%	\$	100,000,000		One Beacon - National Insurance Company of NY	79310190
44.44%	\$	200,000,000		RH - Coda Bermuda Ltd	PJ1900139
100.0000%	\$	450,000,000			
100.0000%	\$	35,000,000	Excess of \$15,000,000	Excess Boiler and Machinery	
7.5000%	\$	2,625,000		Leamington Insurance Company	01166245707
7.5000%	\$	2,625,000			
100.0000%	\$	50,000,000	Excess of \$50,000,000	Excess Boiler and Machinery	
100.0000%	\$	50,000,000		Leamington Insurance Company	01166245707
100.0000%	\$	100,000,000	Excess of \$100,000,000	DIC only Layer including EQ and FL	
50.0000%	\$	50,000,000		Landmark American Insurance Company	LIHQ24638
27.8600%	\$	27,960,000		SRU - Certain Underwriters at Lloyd's	AQS-190384
5.0000%	\$	5,000,000		SRU - IIDI Global Specialty SE	HACS-190384
17.5000%	\$	12,500,000		SRU - General Security Indemnity	TR0009311909384
5.0000%	\$	5,000,000		SRU - Ocean & Packer Specialty	SPC-100855
3.2500%	\$	3,250,000		SRU - Western World Insurance	SCC0000697
1.2500%	\$	1,250,000		SRU - Safety Specialty Insurance	AMC-190384
100.0000%	\$	100,000,000			

NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

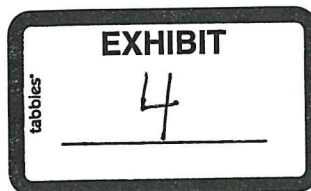
Named Insured Alliant Property Insurance Program (APIP) - Dec 31			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1C4	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND COVERAGE PART**

- A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the forgoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.
- B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.
- C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.



NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Alliant Property Insurance Program (APIP) - Dec 37			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1D1	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL INLAND COVERAGE PART

- A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the forgoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.
- B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.
- C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.

NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Alliant Property Insurance Program (APIP) - Dec 15			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1B7	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL INLAND COVERAGE PART

- A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.
- B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.
- C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.

COMMERCIAL PROPERTY EXCLUSION ENDORSEMENT (ASBESTOS, POLLUTANTS AND NBCR)

Named Insured Tribal First Property Insurance Program 5 - Declaration 37			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1FB	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

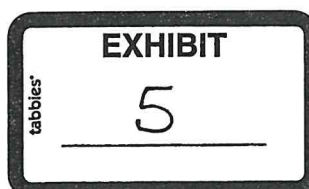
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. EXCLUSIONS

A. POLLUTANTS AND CONTAMINANTS EXCLUSION

- 1) As used in this endorsement, Pollutants or Contaminants means:
 - a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - b. Pollutants or contaminants include, but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

- 2) This policy does not cover any of the following:
 - a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;
 - b. The expense or cost to extract or remove pollutants or contaminants from debris;
 - c. The expense or cost to extract or remove pollutants or contaminants from land or water;
 - d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;
 - e. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
 - f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;



- g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
- h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the covered loss occurs. This additional coverage does not increase the Policy Limit of Insurance.

B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) In this exclusion, Asbestos, Dioxin, and Polychlorinated Biphenols are all referred to as "Materials."
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the following:
 - a. Removal of such "Materials" from any goods, products, structures or debris;
 - b. Demolition, increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such "Materials";
 - c. Any governmental direction or request declaring that such "Materials" present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
 - d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at Covered Locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the covered loss occurs. This additional coverage does not increase the Policy Limit of Insurance.

C. NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION CLAUSE

- 1) Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.
- 2) Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

D. FINES OR PENALTIES

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

2. OTHER INSURANCE CONTRACTS

Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

COMMERCIAL PROPERTY EXCLUSION ENDORSEMENT (ASBESTOS, POLLUTANTS AND NBCR)

Named Insured Tribal First Property Insurance Program 4 - Declaration 31			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1FA	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. EXCLUSIONS

A. POLLUTANTS AND CONTAMINANTS EXCLUSION

- 1) As used in this endorsement, Pollutants or Contaminants means:
 - a. Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - b. Pollutants or contaminants include, but are not limited to those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property. Pollutants or contaminants include, but are not limited to bacteria, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.

- 2) This policy does not cover any of the following:
 - a. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of pollutants or contaminants, however caused;
 - b. The expense or cost to extract or remove pollutants or contaminants from debris;
 - c. The expense or cost to extract or remove pollutants or contaminants from land or water;
 - d. The expense or cost to extract or remove, restore or replace contaminated or polluted land or water;
 - e. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants or contaminants;
 - f. Any cost to transport any property or debris to a site for storage or decontamination required because the property is infected by pollutants or contaminants, whether or not such removal, transport or decontamination is required by law, regulation or any authority governing such matters;

- g. Any cost to store or otherwise dispose of any property because pollutants or contaminants infect the property; or
- h. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the insured to clean up or remove pollutants from land or water at Covered Locations under this policy during the policy period if the discharge, dispersal, seepage, migration, release or escape of the pollutants is directly caused by or results directly from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such pollutant clean up or removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the covered loss occurs. This additional coverage does not increase the Policy Limit of Insurance.

B. ASBESTOS, DIOXIN OR POLYCHLORINATED BIPHENOLS MATERIALS EXCLUSION

- 1) In this exclusion, Asbestos, Dioxin, and Polychlorinated Biphenols are all referred to as "Materials."
- 2) This policy does not cover loss or damage caused directly or indirectly by any of the following:
 - a. Removal of such "Materials" from any goods, products, structures or debris;
 - b. Demolition, increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such "Materials";
 - c. Any governmental direction or request declaring that such "Materials" present in or part of or utilized in any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
 - d. Any expense for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

3) Additional Coverage

This policy is extended to cover the necessary and reasonable expenses actually incurred by the Insured to remove Asbestos at Covered Locations under this policy during the policy period if Asbestos itself is directly damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system. The most the Company will pay for such Asbestos removal is a \$10,000 aggregate in any one policy year. The expenses will be paid only if they are reported to the Company in writing within 180 days of the date on which the covered loss occurs. This additional coverage does not increase the Policy Limit of Insurance.

C. NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION CLAUSE

- 1) Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.
- 2) Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

D. FINES OR PENALTIES

This policy will not pay any costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

2. OTHER INSURANCE CONTRACTS

Coverage provided by other insurance contract(s) for any exclusion in this endorsement shall not affect the terms and conditions as set forth by this endorsement. This policy shall not cover as excess insurance or contribute with such other insurance for loss or damage excluded by this endorsement.

The policy changes provided by this endorsement shall supersede and annul any conflicting provisions of the policy. All other matters not affected by this endorsement remain the same and shall be governed by the terms and conditions of the Company's policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

COMMERCIAL PROPERTY EXCLUSION ENDORSEMENT (ASBESTOS, POLLUTANTS AND NBCR)

Named Insured Tribal First Property Insurance Program 1 - Declaration 15			Endorsement Number
Policy Symbol	Policy Number 73PRX19A1EF	Policy Period 7/1/2019 To 7/1/2020	Endorsement Date
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

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- 2) Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.

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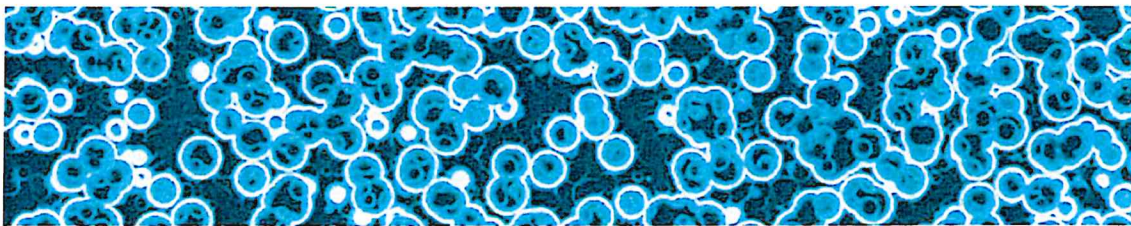
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[Safety and Health Topics](#) [Biological Agents](#)

Biological Agents



Workers' Rights

Overview

Biological agents include bacteria, viruses, fungi, other microorganisms and their associated toxins. They have the ability to adversely affect human health in a variety of ways, ranging from relatively mild, allergic reactions to serious medical conditions—even death. Some organisms, including various types of mold and Legionella bacteria, are found readily in the natural and built environment. Many are capable of spreading from person to person (e.g., bloodborne pathogens and influenza viruses), either directly or indirectly; some, including Zika virus, are transmitted by insect vectors. In some forms, biological agents can also be weaponized for use in bioterrorism or other crimes.

This page provides a listing of the Safety and Health Topics pages OSHA maintains for various biological agents and toxins. Each of these pages offers detailed information about the specific biological agent or group of agents on which it focuses, including sections on identifying possible worker health hazards and control measures to prevent exposures.



Anthrax. Anthrax is an acute infectious disease caused by a spore-forming bacterium called *Bacillus anthracis*. It is generally acquired following contact with anthrax-infected animals or anthrax-contaminated animal products.



Avian Flu. Avian influenza is a highly contagious disease of birds which is currently epidemic amongst poultry in Asia. Despite the uncertainties, poultry experts agree that immediate culling of infected and exposed birds is the first line of defense for both the protection of human health and the reduction of further losses in the agricultural sector.



Bloodborne Pathogens and Needlestick Prevention. OSHA estimates that 5.6 million workers in the health care industry and related occupations are at risk of occupational exposure to bloodborne pathogens, including human immunodeficiency virus (HIV), hepatitis B virus (HBV), hepatitis C virus (HCV), and others.



Botulism. Cases of botulism are usually associated with consumption of preserved foods. However, botulinum toxins are currently among the most common compounds explored by terrorists for use as biological weapons.



COVID-19. A new coronavirus that emerged from China in 2019 can cause pneumonia-like illnesses, with signs and symptoms including fever, cough, and shortness of breath.

