

**RESIDENTIAL STORAGE TANK
"ACCIDENTAL RELEASE" POLICY – NO VOLUNTARY PULL
CLAIM EXPENSES ARE WITHIN THE LIMITS OF INSURANCE**

IN THIS POLICY, "CLAIM" RELATED COSTS REDUCE THE LIMITS OF INSURANCE

This Policy has unique terms and conditions. It may be different from other Policies "you" may have purchased. Since various provisions in this policy restrict coverage, please read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us", and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION III – WHO IS AN INSURED.**

Other words and phrases that appear in quotations have special meaning. Refer to **SECTION VI – DEFINITIONS.**

This Residential Storage Tank "Accidental Release" Policy is an "Accidental Release" discovered and "Declared" Policy. Coverage is provided under the terms and conditions of this Policy, provided that an "Accidental Release" is first discovered and "Declared" during the Policy Period.

In consideration of the payment of the premium under this Policy, and in reliance upon the statements in the Declarations, the application for insurance all of which are made a part hereof and subject to the Limit of Liability and all the terms, conditions and exclusions of this Policy, "we" agree with "you" as follows:

SECTION I – INSURING AGREEMENTS

Coverage A – "Cleanup Costs" Liability

1. "We" will pay on "your" behalf those sums that "you" become legally obligated to pay in excess of the Deductible caused by a defect because of "cleanup costs" to which this insurance applies. "We" may at our discretion investigate any "accidental release" and pay and settle

any "claim" that may result. But:

- a. The amount "we" will pay for "cleanup costs" is limited as described in LIMITS OF INSURANCE (SECTION II); and
- b. "Our" right and duty to pay ends at such time when allegations potentially covered by the policy are either dropped or dismissed with prejudice or when "we" have used up the applicable limit of insurance in the payment of "cleanup costs". Once the applicable LIMIT OF INSURANCE has been exhausted, "we" shall not be obligated to pay any "cleanup costs" or settle any "claim".
- c. The "cleanup" is performed by an approved contractor.

2. This insurance applies only if:

- a. The "cleanup costs" result directly from an "accidental release" emanating

from "defect at the "insured site" in the "coverage territory";

- b. All "cleanup costs" asserted against "you" resulting directly from an "accidental release" will be deemed to have been made at the time the first of such assertions is made against "you";

3. This insurance includes a sub-limit of up to \$1,000 for expenses associated with the repair and/or replacement of property moved, modified or in some way affected during the course of "cleanup" and also includes a sub-limit for reasonable post remediation site restoration activities consisting of reseeding and installation of nursery grade landscaping not exceeding \$1,000.

Coverage B – "Fuel Oil System" "Repair or Replacement Costs"

1. "We" will pay those sums that "you" become obligated to pay in excess of the deductible because of "repair costs" or "replacement costs" to which this insurance applies. "We" may at "our" discretion investigate any "accidental release" and pay any "repair costs" or "replacement costs" that may result. But:
 - a. The amount "we" will pay for "repair costs" or "replacement costs" is limited as described in LIMITS OF INSURANCE (SECTION II); and

- b. "Our" right and duty to pay ends at such time when allegations potentially covered by the policy are either dropped or dismissed with prejudice or when "you" have used up the applicable LIMIT OF INSURANCE in the payment of "repair costs" or "replacement costs". Once the applicable LIMIT OF INSURANCE has been exhausted, "we" shall not be obligated to pay any "repair costs" or "replacement costs."
2. This insurance applies only if:
- a. The "repair costs" or "replacement costs" result directly from an "accidental release" emanating from a defect at the "insured site" in the "coverage territory";
 - b. All "repair costs" or "replacement costs" asserted against "you" resulting directly from an "accidental release" will be deemed to have been made at the time the first of such assertions is made against "you".

SECTION II – LIMITS OF INSURANCE

1. The LIMITS OF INSURANCE shown in the Declarations and the rules below set the most "we" will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. "Accidental releases" "declared";
 - d. "Repair costs" and "replacement costs" "declared"; or
 - e. Governmental actions taken with respect to "cleanup costs";

SECTION III – EXCLUSIONS

This insurance does not apply to:

1. "Property damage" to goods or products manufactured, sold, handled or distributed by "you" or "your" parent, subsidiary or affiliate or to "property damage" to materials, parts or equipment furnished or supplied in connection with "your" work;
2. To any liability of a third party, however, this exclusion shall not apply to "cleanup costs" under Section I;
3. To "cleanup" arising from an "accidental release" which was discovered and "declared" at the time of the replacement or removal of the "fuel oil system" or the conversion of the "fuel oil system" to an alternate source of heat.

4. "Cleanup costs", "repair costs" or "replacement costs" of the "fuel oil system" as a result of a planned or "voluntary tank removal or abandonment", or upgrade of a "fuel oil system", including a removal in anticipation of or for a real estate transaction.
5. To "cleanup" arising from an "accidental release" which was discovered and "declared" at the time of the removal, replacement or "abandonment" of the "fuel oil system".
6. "Cleanup costs" caused or contributed to by any "accidental release" expected or intended from the standpoint of the insured.
7. "Cleanup costs" caused or contributed to by an "accidental release" resulting from criminal, fraudulent, dishonest or illegal acts, alone or in collusion with another, by:
 - a. Others who have ownership, security or other financial interest in the "insured site"; or
 - b. Others to whom "you" entrusted "your" "fuel oil system" for service, repair or replacement;
 - c. Others to whom "you" entrust the "insured site" for redemption of "Cleanup costs".
8. "Cleanup costs" as a result of any spill, overflow or overpressurization that takes place during the "loading" or "unloading" of fuel oil from any watercraft, automobile or any other land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto;
9. "Cleanup costs" arising out of the transportation of polluted soil or property from an "insured site".
10. "Cleanup costs" as a result of any "accidental release" for which "you" are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
11. "Cleanup costs" arising out of an "accidental release" which results from or is directly attributable to failure to comply with any applicable statute, regulation, ordinances, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to

comply is willful or deliberate act or omission of the Insured.

12. "Cleanup costs" sustained as a result of moving, removing, repairing or replacing any real or personal property as the result of an "accidental release" other than that described in Section I, Coverage A. paragraph 3.
13. The cost to move, remove, repair or replace any real or personal property in order to extract fuel oil from soil or groundwater as the result of an "accidental release" other than that described in Section I, Coverage A. paragraph 3.
14. "Cleanup costs", "repair costs" or "replacement costs" arising out of an "accidental release" from a "fuel oil system" which is not an "active" "fuel oil system", and/or if the covered system exceeds 4000 gallons.
15. The cost to move, remove, repair or replace any real or personal property in order to repair or replace a "fuel oil system" as the result of an "accidental release". This exclusion does not apply to real or personal property described in Section I, Coverage A. paragraph 3.
16. Any costs or expenses incurred to test for, monitor, "cleanup", remove, contain, treat, detoxify or neutralize pollutants on or "emanating from" a "waste facility".
17. Any costs or expenses incurred to test for, monitor, "cleanup", remove, contain, treat, detoxify or neutralize pollutants, except as the consequence of an "accidental release". This provision also excludes the costs and expenses of testing, monitoring and determining the source and extent of contamination if there has been a suspected release (for example, a failed tank test).
18. The costs of replacing or recycling the contents of a "fuel oil system";
19. The cost of upgrading any "fuel oil system" or part thereof;
20. Any damages incurred as the result of an "accidental release" for:
 - a. Loss of use of any property;
 - b. Loss of access to any property;
 - c. Loss of "fair rental value" of any property;
 - d. Decrease in value of any property;
 - e. Any "additional living expense"; or
- f. Any loss of profits, revenues or extra expenses from interruption of business, profession or manufacture.
21. Indirect or consequential loss to any property as the result of an "accidental release" except as described in Section I, Coverage A and Coverage B.
22. An "accidental release" as the result of:
 - a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
 - b. Mudslide or mudflow; and
 - c. Water that backs up from a sewer or drain.
23. Punitive, exemplary or treble damages.
24. Federal, state or local fines and penalties.
25. An "accidental release" as the result of negligent work of a contractor or subcontractor because of inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Material used in repair, construction, renovation, or remodeling; or
 - d. Maintenance;of part or all of any property on or off the premises which is listed in the Declarations.
26. An "accidental release" directly or indirectly caused by any earth movement, such as:
 - a. earthquake
 - b. landslide
 - c. mine subsidence
 - d. earth sinking, rising, or shifting
27. Costs incurred by the Insured if the Insured does not remain a fuel oil customer under an effective automatic fill agreement, does not repair or replace the fuel oil tank, and does not receive at least one (1) fuel oil delivery after repair or replacement of the fuel oil tank in accordance with the automatic fill agreement after "we" have confirmation of an "accidental release".
28. Claim expenses associated with the defense of any "claim" or settlement of any "claim" including but not limited to, amounts for attorneys' fees, court costs, arbitration or

mediation costs or expenses, or expert witness fees.

29. "Cleanup Costs" required should any changes to the law, whether statutory, regulatory, or municipal, which materially affect "our" "cleanup" exposure, including the requirement for general removal of "fuel oil systems".

SECTION IV – DEFINITIONS

1. "Accidental Release" means the emission, discharge, release or escape of fuel oil from a "fuel oil system" that results in "cleanup costs". The "accidental release" ends when those emissions, discharge, release or escape of fuel oil has been resolved and the "accidental release" has been cleaned up to minimum environmental regulatory agency standards.
2. "Active" means a "fuel oil system" that:
 - a. Is in use at the time of the Effective Date as shown in the Declarations;
 - b. Has been continuously in use between the Effective Date as shown in the Declarations and the time that the "accidental release" has been "declared" (if applicable).
3. "Additional living expense" means any necessary increase in living expenses incurred by "you" so that "your" household can maintain its normal standard of living.
4. "Claim" means the demand for payment of money by the government of the United States of America or any political subdivision of the United States for "cleanup costs" to remedy an "accidental release" "emanating from" an "insured site" in accordance with applicable environmental laws. A "claim" does not include the request for information, a notice of intent to reserve rights or an assertion of a potential problem.
5. "Cleanup" means to remove, treat, or monitor fuel oil which exceeds permissible levels under applicable environmental law or agency directive, including disposal of the defective "fuel oil system" where necessary. In the event that fuel oil associated with the "accidental release" does not exceed permissible levels under applicable environmental law or agency directive, "our" obligation is limited to the disposal of the "fuel oil system", backfilling of soil, the reasonable and necessary testing and reporting requirements to the regulator agency.
6. "Cleanup costs" means the reasonable and necessary cost for "cleanup" and includes a sub-limit of up to \$1,000 for expenses associated with the repair of and/or replacement of property moved, modified or in some way amended during the course of "cleanup". "Cleanup cost(s)" also may include reasonable post remediation site restoration activities consisting of reseeded and installation of nursery grade landscaping not exceeding \$1,000 pursuant to Section I, Coverage A, paragraph 3.
7. "Coverage territory" means the United States of America (including its territories and possessions).
8. "Declared" means the day "you" first notify "us" in writing of an "accidental release."
9. "Emanating from" means coming directly from an "insured site."
10. "Fair rental value" means the "fair rental value" of that part of the residence premises where the Insured resides; that part of the residence premises rented to others; or held for rental by the Insured less any expenses that do not continue while the premises is not fit to live in.
11. "Fuel Oil System" means the underground or aboveground fuel oil tank and its associated piping at an "insured site". The "fuel oil system" does not include the fill cap, vent pipe, the furnace and its fitting, or any other part which is not used in the storage of fuel oil. The "fuel oil system" must be "active" and be owned or rented by the Insured. The "fuel oil system" must have a capacity of four thousand (4,000) gallons or less.
12. "Insured site" means the specific location as shown in the Declarations.
13. "Loading" or "unloading" means the transfer of fuel oil at an "insured site" while the fuel oil is being dispensed to or removed from the Insured's "fuel oil system."
14. "Policy Term" means the period:

- a. Commencing at 12:01 a.m. standard time at the mailing address of the Named Insured on the date shown in the Declarations; and
- b. Ending at 12:01 a.m. standard time at the mailing address of the Named Insured on the date shown in the Declarations.

15. "Property damage" means:

- a. Physical injury to, destruction of, or contamination of tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of an "accidental release."

16. "Repair costs" means the necessary costs to repair or replace part of the Insured's "fuel oil system" with like kind and quality, if "we" find the "fuel oil system" to be defective and where the defect results in an "accidental release."

17. "Replacement costs" means the necessary costs to remove and replace the entire "fuel oil system" as the result of an "accidental release". Replacement of an aboveground "fuel oil system" will be with equipment of like kind and quality. Replacement of an underground "fuel oil system" will be with a corrosion-resistant system.

18. "Suit" means a civil proceeding or an arbitration proceeding because of "cleanup costs" to which this insurance applies or are alleged.

19. "Waste facility" means any site to which fuel oil wastes from the Insured "fuel oil system" as the result of an "accidental release" are consigned for delivery or delivered for storage, disposal, processing or treatment.

20. "Voluntary tank removal or abandonment" means the removal of a fuel oil tank associated with a "fuel oil system" from service with either the intent of inspecting the fuel oil tank, replacing the fuel oil tank with a new inground or aboveground tank, or disengaging the "fuel oil system" from service, provided the removal, replacement or "abandonment" is made without knowledge of

a defect in the "fuel oil system" or an "accidental release" from the "fuel oil system".

21. "We", "us" or "our" refers to the Company providing this insurance.

22. "You" or "your" means the Named Insured shown in Item 1 of the Declarations.

23. If "you" are an individual, "you" or "your" includes all members of "your" household in permanent residence at the time an "accidental release" is first discovered by "you".

24. If "you" are an organization, "you" or "your" includes all officers, shareholders, members, partners and employees in their capacity as such, at the time an "accidental release" is first discovered by any of them.

SECTION V - CLAIM EXPENSES

"We" will pay all costs and expenses associated with the handling and settlement of any "claim", including, but not limited to, amounts for investigative fees, consulting fees, adjustment fees and any other "claim" related costs or expenses.

The "claim" expenses are within the LIMIT OF INSURANCE.

SECTION VI - DEDUCTIBLE AMOUNT

1. The Deductible Amount shown in the Declarations of the policy is the amount that would otherwise have been covered hereunder. The amount shall apply separately to each "accidental release" "declared" during the "policy term".
2. If "we" decide to pay all or part of any Deductible Amount for which the Insured is responsible, the Insured agrees to reimburse "us" promptly after "we" notify "you" of "our" payment. If "we" must incur any expenses, including attorney's fees, to recover the Deductible Amount "we" have paid, the Insured will also reimburse "us" for those expenses.
3. The Deductible Amount does not reduce the LIMIT OF INSURANCE shown in the Declaration, unless paid by "us".

4. The LIMITS OF INSURANCE listed in the Declarations is reduced by the amount "we" pay to resolve a "claim" with respect to any "accidental release". The LIMITS OF INSURANCE will be replenished when and to the extent "we" are reimbursed for any Deductible Amount "we" have paid.

SECTION VII – COVERAGE CONDITIONS

1. Concealment or Fraud.

"We" do not provide coverage for an Insured who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance relating to this insurance; or
- b. Engaged in fraudulent conduct relating to this insurance.

2. Representations and Warranties.

By accepting this policy, "you" agree:

- a. The statements in the Application are accurate, true and complete;
- b. The statements in the Application are based upon representations "you" made to "us";
- c. "We" have issued this policy in reliance on "your" representations; and
- d. As to the date "you" signed the Application, "you" have disclosed to "us" all known prior "accidental releases".

3. Changes.

The first Named Insured in the Declarations is authorized to make changes in the terms of this policy with "our" written consent. The terms of this policy can be amended or waived only by an endorsement issued by "us" and made a part of this policy.

4. Transfer of "your" Rights and Duties.

"Your" rights and duties under this policy may not be transferred without "our" written consent except in the case of death of an individual Named Insured. Our written consent shall not be unreasonably withheld.

If "you" die, "your" rights and duties will be transferred to "your" legal representative, but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having

proper temporary custody of "your" property will have "your" rights and duties, but only with respect to that property.

5. Bankruptcy.

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve "us" of "our" obligations under this policy.

6. Advance Policy Premium.

The Advance Policy Premium for this policy is the premium shown in the Declarations.

The first Named Insured shown in the Declarations is responsible for the payment of all premiums.

7. Examination of "your" Books and Records.

"We" may examine and audit "your" books and records as they relate to this policy at any time during the "policy term" and up to three years afterward.

8. Inspections.

"We" shall be permitted but not obligated to inspect "your" location at a reasonable time. Neither "our" right to make inspections nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of "you" or others, to determine or warrant that "your" location or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. "We" do not manage or exercise control over any scheduled location.

9. Liberalization.

If "we" adopt any revision that would broaden coverage under this policy without additional premium within 45 days prior to or during the "policy term", the broadened coverage will immediately apply to this policy.

10. Multiple Policy Periods.

Any "claim" which takes place over two or more policy period(s) shall be subject to one LIMIT OF INSURANCE and one Deductible as stated in the Declarations. All such "claim(s)", whenever made, shall be considered first made on the date on which the earliest "claim" was first made and reported to "us" and the LIMIT OF INSURANCE applicable to that "accidental release" policy shall apply.

11. Other Insurance.

This insurance is excess of all other valid and collectable insurance, except insurance, which is specifically issued to be excess of this policy.

12. State Trust Funds and Other Governmental Programs and Plans.

In the event that any Insured recovers from any governmental fund available to the Insured or others for "cleanup costs" covered under this policy, "we" shall be entitled to recover from the Insured the portion of the recovery that is equal to the amount of such "cleanup costs" paid by "us" in excess of any Deductible Amount paid by the Insured.

13. Transfer of Rights or Recovery Against Others to "Us".

If the Insured has the right to recover all or part of any payment "we" have made under this policy from other parties, including insurers, state funds, governmental programs or plans, those rights are transferred to "us". The Insured must do nothing after an "accidental release" to impair those rights to recover. At "our" request, the Insured will pursue those rights or transfer those rights to "us" and help "us" enforce those rights to recover.

14. Cancellation and Non-Renewal.

1) During the first sixty (60) days

"We" may cancel this policy during the first Sixty (60) days this policy is in effect upon thirty (30) days prior written notice (fifteen (15) days for non-payment of premium) mailed to "you" at the address shown in the Declarations. The notice will state when such cancellation shall be effective and the specific reason or reasons for such cancellation. The mailing of such notice shall be sufficient proof of notice.

2) After the first sixty (60) days and for renewals

After the policy has been in effect for sixty (60) days, or upon the effective date if this policy is a renewal, "we" may cancel this policy upon thirty (30) days prior written notice (fifteen (15) days in the case of non-payment of premium) mailed to "you" at the address shown in the Declarations for any of the following reasons:

- i) non-payment of premium;
- ii) increasing the hazard insured against, including but not limited to the lack of an agreement with the fuel oil dealer, or with another dealer which sponsors this insurance for "us", for the automatic delivery of fuel to "your" "fuel oil system".
- iii) discovery of fraud or material misrepresentation in obtaining this policy or in the presentation of any "claim" under the policy;
- iv) discovery of willful or reckless acts or omissions increasing the hazard insured against;
- v) physical changes in "your" property occurring after issuance or last annual anniversary date of the policy which result in "your" property becoming uninsurable in accordance with "our" objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed;

3) If "you" cancel, the return premium shall be 90% of the pro-rata unearned premium. If "we" cancel, the return premium shall be computed on a pro-rata basis. Premium adjustment may be either at the time cancellation is effective or as soon as practical after cancellation becomes effective.

4) Renewals

This policy upon its anniversary will be automatically renewed for one (1) year unless:

- i) "we" notify "you" in writing, at the address shown in the Declarations, at least forty-five (45) but no more than sixty (60) days in advance of the anniversary date of this policy, that this policy will not be renewed;
- ii) "we" notify "you" in writing, at the address shown in the Declarations, at least forty-five (45) but no more than sixty (60) days in advance of the anniversary date of this policy, that renewal will be conditioned upon a change in limits or coverage.
- iii) "You" notify "us" in writing, at the address shown in the Declarations,

within thirty (30) days of the anniversary date of this policy, that this policy will not be renewed.

"We" must state the specific reason or reasons for non-renewal or conditioned renewal. If we do not provide such notice of intent not to renew or to condition renewal, "you" shall be entitled to renew this policy upon timely payment of the premium billed to "you" for the renewal. "We" will notify "you" of any increase in the cost of this policy prior to its anniversary date. "You" must notify "us" within thirty (30) days thereafter if "you" will not renew this policy based upon such increase. This subparagraph (3) shall not apply if "you" or an agent or broker authorized by "you" has mailed or delivered written notice to "us" that the policy has been replaced or is not longer desired.

15. Legal Action Against "Us".

No person or organization has a right under this policy:

- a. To join "us" as a party or otherwise bring "us" into a "suit" asking for damages from an Insured; or
- b. To bring legal action against "us" on this policy unless the policy provisions have been complied with and the action is started within two years after the date of the "accidental release"

A person or organization may sue "us" to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but "we" will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable LIMITS OF INSURANCE. An agreed settlement means a settlement and release of liability signed by "us", the insured and the claimant of the claimant's legal representative.

16. Non-Cumulation of Limits of Insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no LIMITS OF INSURANCE shall cumulate from year to year or "policy term" to "policy term".

17. Appraisal.

If "you" and "we" fail to agree on the amount of loss to the "fuel oil system" either of "us" may make a written demand that each select an independent appraiser. In this event, "we" must notify each other of "our" selection within 20 days. The independent appraisers will select an arbitrator within 15 days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by a judge. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected him. "You" and "we" will share the expenses incurred equally. However, "we" do not waive "our" rights under this policy by agreeing to an appraisal.

18. Tank Testing

"We" may require the "fuel oil system" to be tested at "your" expense, based upon a visual inspection for any deficiencies that may cause a loss, an increase in fuel oil usage, the tank taking on water, or any other deficiencies that may give rise to a "claim" under this policy. If "we" require that "you" have "your" "fuel oil system" tested and one is not performed, "your" policy will be surcharged.

Section VIII. Notice of Suspected "Accidental Release or Releases".

- a. **Notice of Suspected "Accidental Release or Releases".** "You" must provide notice to "us" immediately but no later than the following business day after "you" receive notification of a suspected "accidental release" or a release of fuel oil. "We" have no obligations under this policy with respect to a suspected "accidental release" or a release of fuel oil without "our" confirmation of a defect in the "fuel oil system", but if "you" have any plans to investigate a suspected "accidental release" or release of fuel oil, "we" reserve "our" rights to be present during such an investigation. A failed tank test of any kind does not constitute a suspected "accidental release".
- b. **Notification Form**
All notices shall be made by execution of the attached Notification Form(s).

- c. "You" must take immediate action to stop or contain the "accidental release".
- d. No costs, charges and expenses shall be incurred without "our" prior written approval
- f. "You" must forward to "us":
 - 1. All technical reports, laboratory data, field notices or any other documents generated by or on behalf of "you" to investigate or visually inspect and confirm a defect and release.
 - 2. All documentation of the visual inspection and confirmation of a defect and release including but not limited to detection tests or procedures, such as system tightness tests or site checks, undertaken to investigate a suspected release.
 - 3. All correspondence among "you" or any third party(ies) for which a "claim" is being submitted under the policy.
 - 4. All demands, summons, notices or other processes or papers from a court of law, administrative agency or an investigative body.
 - 5. All expert reports, investigations and data collected by experts retained by "you" or any third party(ies).
 - 6. Any other information developed or discovered by "you" concerning the "claim" whether or not deemed by "you" to be relevant to the "claim".
- g. "You" shall not admit any liability or settle any incident or "claim" without "our" prior written approval. If there is a bona fide opportunity to settle and "we" recommend a settlement of a "claim";
 - 1. for an amount within the deductible and such settlement is refused by "you", "we" shall not be liable for any "cleanup cost(s)", scheduled "fuel oil system" cost(s), and/or loss(es) including claim expense(s) in excess of the deductible; or
 - 2. for a total amount in excess of the balance of the deductible and "you" refuse such settlement, or liability is limited to that portion of the recommended settlement. The costs, charges and expenses arising out of "your" refusal which

exceed the recommended settlement and fall within the LIMIT OF INSURANCE are the Insured's responsibility.

- h. "You" must cooperate with "us" to the fullest extent possible by providing assistance necessary to adjust and investigate incidents. "You" agree to provide "us" with access to interview any agent, representative or independent contractor and to review any of "your" documents concerning an incident or a "claim".
 - i. "You" must permit "us" or "our" representative(s) to inspect the "fuel oil system" and the "insured site" in order to substantiate that the "cleanup costs", or "repair costs" or "replacement costs" resulted directly from an "accidental release".

SECTION IX – EXTENDED REPORTING PERIOD OPTION

- 1. Automatic EXTENDED REPORTING PERIOD
 - a. Upon termination of this policy for any reason other than non-payment of premium or non-compliance with the terms and conditions of this policy, a "claim" first made against the Insureds and reported to "us", in writing, within 30 days of the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the "claim" is for "cleanup costs", "repair costs", or "replacement costs" resulting directly from an "accidental release" to which this insurance applies in the "coverage territory" provided;
 - b. The "cleanup costs" "repair costs", or "replacement costs", result directly from an "accidental release" in the "coverage territory" "emanating from" an "insured site".

All coverage shall be subject to all of the policy terms, conditions and exclusions. The Automatic EXTENDED REPORTING PERIOD shall only apply if no other similar insurance is in force at the time of the Automatic EXTENDED REPORTING PERIOD and shall not in any way reinstate or increase the LIMITS OF INSURANCE or extend the policy period.