



**Taylor & Mulder**  
Property and Casualty Consulting Actuaries

**Missouri Petroleum Storage Tank Insurance Fund  
Report on Commercial Insurance  
As of June 30, 2022**

September 2022



**Taylor & Mulder**  
Property and Casualty Consulting Actuaries

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September 14, 2022

Ms. Kelley Ogletree  
Executive Director  
Petroleum Storage Tank Insurance Fund  
P.O. Box 836  
Jefferson City, MO 65102

**RE: Analysis on the Affordability and Availability of Commercial UST/AST Insurance as of June 2022**

Dear Ms. Ogletree:

Enclosed is the report on the affordability and availability of commercial UST/AST insurance as of June 30, 2022.

The first section in the text of our report is the Executive Summary section. This section describes the purpose and scope of our report, provides background information on the PSTIF program history, and then provides our conclusions arising from our analysis. This section also explains the distribution and use of our report and provides the conditions and limitations underlying our work.

The second section of the text discusses the interviews held with UST/LUST regulators and private insurance carriers.

Please feel free to call if you have any questions regarding any aspect of our report.

Sincerely,

Daniel W. Lupton, FCAS, MAAA, CSPA, MBA

E. Tom Mulder, FCAS, MAAA, FCA

Enclosures

**Missouri Petroleum Storage Tank Insurance Fund  
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## Executive Summary

### Purpose and Scope

Taylor & Mulder, Incorporated (“T&M”) was requested by the Board of Trustees (“Board”) of the Missouri Petroleum Storage Tank Insurance Fund (“PSTIF”) to prepare a report on the affordability and availability of commercial insurance for underground storage tanks (“USTs”) and aboveground storage tanks (“ASTs”) in connection with RSMo 319.131.2 as of June 30, 2022. This report contains our summary, conclusions and recommendations along with a description of the analysis underlying our conclusions.

Specifically, T&M was asked by the board to conduct an analysis including the following tasks:

1. Review data on age and type of PSTIF-insured USTs and ASTs provided for FY21 actuarial analysis.
2. Select and interview UST and LUST regulators where commercial insurance is the predominant mechanism.
3. Select and interview insurance companies that write a significant number of UST policies. Request specimen policies and any information they are willing to share regarding premiums.
4. Identify insurers which are admitted carriers in one or more states; obtain specimen policies, declarations pages, and rates from state insurance regulators. Analyze coverage limits, deductibles, rates, and available underwriting criteria.
5. Compare findings from these document reviews and interviews with data on PSTIF-insured tank systems.

This report presents the results of those analyses. This report was prepared by Daniel W. Lupton, FCAS, MAAA, CSPA, MBA, Vice President and Consulting Actuary and Evelyn Toni Mulder, FCAS, MAAA, FCA, Principal and Consulting Actuary.

In accordance with the requirements of the Actuarial Standards of Practice in making statements of actuarial opinion, we provide the following statements:

*I, Daniel W. Lupton, am an Officer and Consulting Actuary in the firm of Taylor & Mulder, Inc. I am a Fellow of the Casualty Actuarial Society in good standing and qualified to issue a Statement of Actuarial Opinion. I am also a Member of the American Academy of Actuaries.*

### Background

Missouri established the PSTIF in 1989 to assist owners/operators of underground storage tanks in meeting federal financial responsibility rules. In 1992, the PSTIF began offering insurance to underground tank owners/operators to pay for the costs associated with petroleum leaks and spills in the state of Missouri. The Missouri General Assembly has also expanded the role of the PSTIF to include paying for remediation of petroleum pollution from old sites meeting certain criteria and to include coverage for aboveground petroleum storage tanks systems.

In consideration of whether the PSTIF should be extended, the Missouri General Assembly considers developments in the commercial insurance market. In light of this, the Missouri Revised

Statutes Section 319.131.2 requires the PSTIF Advisory Committee to “report every two years to the general assembly on the availability and affordability of the commercial insurance market as a viable method of meeting the financial responsibilities required by state and federal law in lieu of the petroleum storage tank insurance fund...” This report was prepared to meet the requirements of this statute.

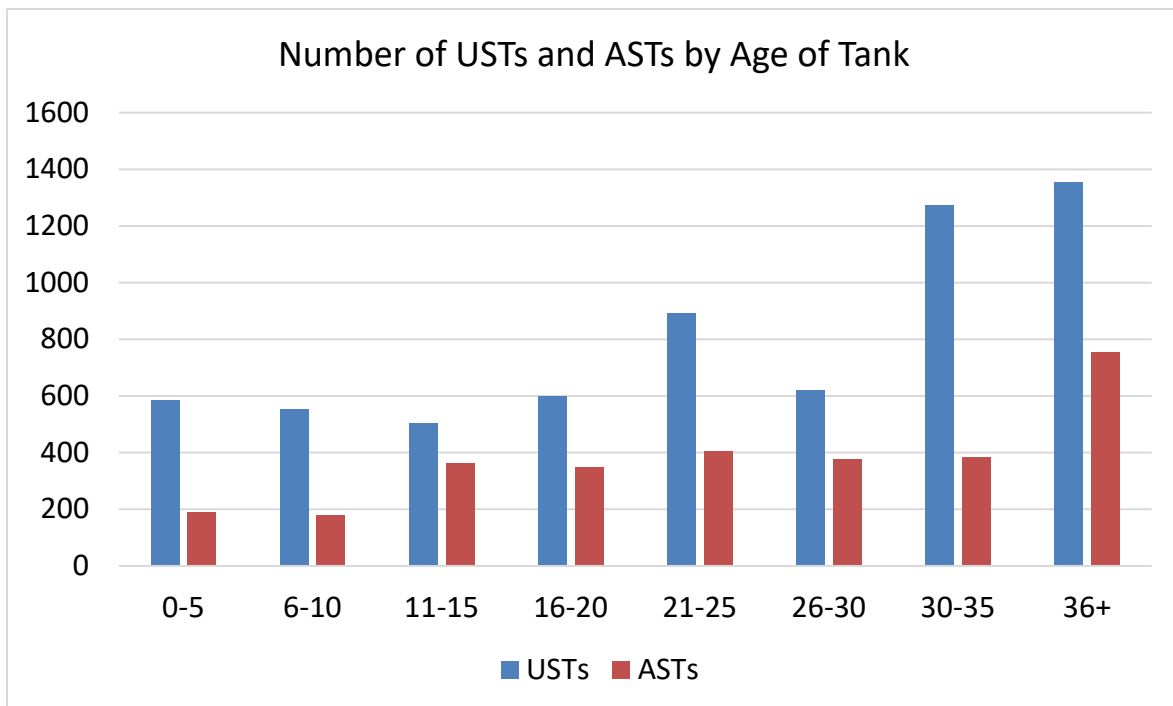
## Conclusions

### Availability of Commercial Insurance

As of June 30, 2022, 52.7% of all tanks insured by the PSTIF are 25+ years old or of unknown age, including:

- A. 52.8% of all PSTIF-covered USTs (3,368 out of a total 6,377 tanks) and
- B. 52.5% of all PSTIF-covered ASTs (1,571 out of a total 2,992 tanks)

These numbers reflect an increase over the previous study, in which 50.6% of USTs and 42.4% of ASTs were 25+ years old. The following histogram shows the distribution of ages of USTs and ASTs:



Commercial carriers providing coverage for petroleum storage tanks are typically willing to cover older tanks but may require additional premium and / or higher deductible levels. We would therefore anticipate that, compared with the previous study, the average cost of commercial insurance would have increased as a result of the increased average age of tanks covered by the PSTIF.

Therefore, T&M's conclusion with respect to the commercial insurance market that:

1. Commercial insurance would likely be available for all tank owners and operators in the state;
2. However, insurance may not be affordable for older tank systems, particularly those including tanks 25+ years old.

### **Affordability of Commercial Insurance**

Under PSTIF, tank owners and operators are required to pay participation fees per tank based on the type of tank or the capacity, according to the following schedule:

<b>Missouri Petroleum Storage Tank Insurance Fund Schedule of Tank Participation Fees</b>	
<b>Type of Tank</b>	<b>Participation Fee Per Tank</b>
<b>UST - Double-Walled</b>	\$100
<b>UST - Single-Walled</b>	\$125
<b>AST &lt; 25,000 Gallons</b>	\$100
<b>AST &gt; 25,000 Gallons</b>	\$200
<b>New Tank Fee (First Year Only)</b>	\$100

The remainder of the needed funds for the PSTIF is derived from the Transport Load Fee ("TLF") which is charged at a variable rate per 8,000 gallons to transporters of petroleum products. The TLF rate, currently \$28.00, can vary between \$20.00 and \$60.00.

Transport load fees subsidize the cost of coverage. As a result, tank owners and operators pay a nearly flat fee with respect to risk, meaning that high-risk and low-risk tank systems pay nearly identical participation fees.

In contrast to these fees, commercial insurance uses risk-based pricing. In this method, tank owners and operators must pay an amount based on the risk that losses will occur from a similar tank system, adjusted to also include insurance company overhead expenses and a profit margin. Under commercial insurance mechanisms, tank owners and operators would bear the full price of the risk directly, as commercial insurance companies do not collect transport load fees. Consequently, commercial insurance premiums are typically much higher than PSTIF participation fees.

For example, a policy issued under the Great American Insurance Company rating plan (see Appendix C) would be subject to a base rate of \$750 per UST. This base rate is modified by several rating factors representing different risk characteristics. The following three tables show the rating factors for capacity, age of tank, and construction.

Capacity	Factor
1 – 1,000 gallons	0.90
1,001 – 5,000 gallons	1.00
5,001 – 10,000 gallons	1.25
10,001 – 20,000 gallons	1.50
20,001 – 30,000 gallons	2.00

Age	Factor
0 – 10 years	1.00
11 – 15 years	1.25
16 – 20 years	1.50
21 – 25 years	1.75
26 – 30 years	2.50
31 – 35 years	4.00

Construction	Factor
Single-Walled Fiberglass	1.15
Double-Walled Fiberglass	1.00
Single-Walled Steel with Cathodic Protection	1.15
Single-Walled Steel no Cathodic Protection	1.50
Steel with Fiberglass Reinforced Plastic Containment	0.90
Double-Walled Steel	0.80

Based on the rates charged by this carrier for \$1 million of coverage with a \$10,000 deductible, a double-walled fiberglass tank with a 10,000 gallon capacity that is 25 years old would cost \$1,265.63 to insure<sup>1</sup>. Assuming an average of 2.5 insured USTs per site, this amounts to an annual premium of \$3,164.06 through commercial insurance compared to the current PSTIF rate of \$250 (\$100 per tank multiplied by 2.5 tanks per site).

The following chart compares PSTIF and Commercial premiums for 3 tanks at a variety of ages:

<sup>1</sup> Calculated as  $\$750 \times 1.000 \times 1.250 \times 0.900 \times 1.500$ , where the 1.000 factor represents the double-walled fiberglass construction, the 1.500 factor represents the age of tank, the 1.250 factor represents the capacity, and the 0.900 factor represents the \$10,000 deductible.

Tank Construction:	Fiberglass, Double-Walled
Capacity:	10,000 gallon
Limit of Liability:	\$1 million
Deductible:	\$10,000
Number of Tanks:	3

<b>Age of Tanks</b>	<b>PSTIF Out-of-Pocket Premium</b>	<b>Example of Commercial Premium</b>
<b>5.0</b>	\$375	\$2,278
<b>12.5</b>	\$375	\$3,164
<b>18.0</b>	\$375	\$3,797
<b>23.0</b>	\$375	\$4,430
<b>28.0</b>	\$375	\$6,328
<b>33.0</b>	\$375	\$10,125

There are other rating variables in the Great American rating package that might further reduce the cost per tank depending on specific circumstances. Still, this type of increase in out-of-pocket expense may be deemed unaffordable by some Missouri tank owners, particularly the smaller one-site retailers.

## **Report Distribution and Use**

This report has been prepared for internal use by the management of PSTIF, their accountants, auditors, and attorneys. Given that this report was prepared for the PSTIF to satisfy statutory reporting requirements, information from this report may be provided to the legislators and the governor.

Other distribution or use of this report by the PSTIF management or related parties described above is not authorized without the prior written permission of Taylor & Mulder, Incorporated. The PSTIF is not authorized to include this report in any marketing or request for proposal solicitations. In addition, it should be understood that T&M consultants are available to respond to any questions by authorized third parties with respect to this report.

## **Conditions and Limitations**

T&M relied without audit or verification on historical loss, loss adjustment expense, exposure data, and other information provided by the PSTIF and its employees. T&M has relied upon the data provided and on the oral and/or written statements made regarding the quality, accuracy, and completeness of the data and information supplied. Any inaccuracies or inconsistencies in the data could have a significant effect on the conclusions drawn.

Should any inaccuracies be found in the data, T&M should be notified immediately so that the analysis can be adjusted accordingly.

The analysis in this report was limited to the items noted in the scope of this project. This report does not include an examination of the assets of the PSTIF, nor did we form any opinion as to the value or validity of the assets. This report does not include a review or analysis of any income statement or other balance sheet items.

This report is limited in scope to the affordability and availability of private insurance in Missouri as of the evaluation date of the report.

This report was prepared for use by persons technically competent in insurance financial matters. Persons receiving this report should be made aware of the availability of T&M. personnel to answer questions and/or amplify on any matter addressed therein.

## **Interviews**

Taylor & Mulder attempted to contact several UST/LUST regulators and commercial insurance companies to conduct interviews. Not all regulators or commercial insurance companies responded.

UST/LUST regulators were selected to partially overlap with regulators contacted during the previous study while adding new agencies that had not previously been contacted. Regulators contacted include:

- Iowa
- Kentucky
- Minnesota
- Montana
- South Dakota
- New Jersey

Not all states contacted provided responses.

Commercial insurance companies were identified based on a “List of Known Insurance Providers for Underground Storage Tank Owners and Operators” promulgated by the EPA. Companies contacted include:

- AIG TankGuard Insurance Program
- Allied World Assurance Company
- Amwins Program Underwriters, Inc.
- Argo Environmental
- Berkley Environmental
- Century Surety Insurance
- Chubb
- Crum & Forster, Environmental Division
- Freberg Environmental, Inc.
- Great American Insurance Group, Environmental Division
- Ironshore
- Mid-Continent Group
- Petroleum Marketers Management Insurance Company (PMMIC)
- Prime Insurance Company

Of those contacted, seven commercial insurance companies provided responses. The responses, collected below, are anonymized.

## **Regulators**

Prior studies identified potential issues with affordability and availability of insurance in other states, particularly due to problems of an aging tank population. This is consistent with responses by regulators in the present study. For example, one state noted that the average age of underground storage tanks in the state was 25.35 years old. This could curtail potential expansion of the role of private insurance. Some states have opted to address the challenge of an aging tank population

with regulations requiring older tanks to be removed or replaced, while others have addressed it through grant programs or loans. In some instances, states do not have such programs in spite of these concerns.

States vary in their approach to the private sector. Some states had little private insurance participation, while others used private insurance as the primary FR mechanism. Of those that used private insurance, some relied on the marketplace to regulate the affordability and availability of proper insurance and reasonable coverage, while others took a more hands-on approach.

Some states expressed concern about potential for claims to be denied. Causes for claim denials include policy retro dates, commingled contamination from unknown sources, or failure of tank owners and operators to notify the insurer of a suspected leak in the prescribed timeframe.

Some states expressed unique concerns about underground storage tanks in their states. One state noted that due to the prevalence of biofuels in that state, a chief concern was ensuring the compatibility of tank equipment with fuel types. Another state noted that the state had no minimum standards for private insurance, so it was possible to buy private insurance that did not meet minimum federal standards for financial responsibility. This issue was not adequately understood by agents or tank owners and operators, leading to potential issues for those who relied on private insurance.

## **Carriers**

Compared with the previous analysis, the list of providers of UST coverage promulgated by the EPA has shrunk from 16 commercial insurance companies to 14. This continues a trend of consolidation in the industry identified during the previous study, where we noted that some longtime providers of UST coverage were no longer writing policies.

The carriers varied in their approach to the marketplace. Some are more willing to offer coverage to older tanks, while others are more cautious. Those interviewed did not require Phase II site assessments, but some may recommend them or require other tests. The following charts provide a summary of some of the responses:

Anonymized Company	Company A	Company B	Company C	Company D	Company E	Company F	Company G
Write in MO?	X	X	X	X	X	X	No but writes in other states
Policy exclusions such as voluntary tank removal	No	No	No	Yes	No, but reporting requirement	No	No
<b>Market Type</b>							
Admitted			X				X
Excess & Surplus	X	X	X	X	X	X	X
<b>Risk Factors Used for Rating</b>							
Age of Tank or Piping	X	X	X	X	X	X	X
Type of Tank or Piping	X	X		X	X	X	X
Size of Tank	Above ground only	X	X	X	X	Yes, at 50,000 gal capacity	X
Throughput of tank system	X	X	X		Look at capacity more than throughput		Not directly
Type of leak detection equipment	X	X	X	X	X	X	X
Whether tank is retrofitted with cathodic protection or lining	X	They don't consider lining, but disclosed that other carriers consider the lining date	X	X	X	Must meet UL-1856	X

Anonymized Company	Company A	Company B	Company C	Company D	Company E	Company F	Company G
Number of tank systems owned/operated by applicant	X	X	X	X	X		Multi-facility discount possible in some jurisdictions if there is a reduced aggregate risk
Number of dispensers	No, but tanks, yes						X
Proximity to populated areas or to drinking water wells	They look to see if tank is near a body of water	X			Water wells, not population	No but looked at in underwriting	
Soil / geological setting	X				X		
Financial soundness of applicant	X	X	X	X	X	Only if requesting deductible of \$50k or larger	
Extent of business relationship w/ applicant					Considered		

Anonymized Company	Company A	Company B	Company C	Company D	Company E	Company F	Company G
Other					# of locations, # of tanks, year installed, capacity, tank wall, tank construction, contents, overflow protection (leak detection), retroactive dates, specific tank deductibles (if a tank has 1000 deductible, don't ask a lot of info), piping questions		
<b>Underwriting Issues</b>							
Difficult to get coverage if you have a 25-year-old UST?	Yes, older tank = more exposure = more expensive	Yes, but can depend on if tank has been well taken care of	No	No	No	No	No
Phase II site assessment required?	Depends but usually just phase I required	No	No	No	No but require tank tightness test	No	Recommended, not required

Anonymized Company	Company A	Company B	Company C	Company D	Company E	Company F	Company G
Physical inspection of premises required?	No, but updated testing done by third party required	No	No, but may ask or pictures	No	No	No	In some jurisdictions
Do you have a lot of releases with unknown sources of contamination or commingled old contamination?	Not that he's seen but could exist	Said he couldn't answer this as it is the largest unknown thing they deal with. Mentioned that this information could be pulled from the EPA website.	Uncertain	No	No	See a lot of contamination with tank pulls but can't determine where it came from	Yes, majority of releases have unknown source/cause
Coverage for ASTs	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Coverage for USTs	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Underwriting criteria the same for AST/UST	Aging capacity and size of tank is different, otherwise same	Similar	Little different due to less exposure for AST	Yes	Essentially	Yes	No
Any recent changes to policy language?	No	No	No, admitted product	No, but have a new policy form pending	No	No	No

Anonymized Company	Company A	Company B	Company C	Company D	Company E	Company F	Company G
Had people moving up their retro dates who are then unable to obtain coverage for a leak?	Not seen	Not sure	Not seen	No	No – “people don’t move their retro dates”	If they have a retro date, will honor 10 years of that. For renewal, don’t limit retro date.	No
Reductions to coverage like self-insured retentions?	Deductible based	No. FIRs are not allowable under financial responsibility	Write only on deductible basis	No	Yes – always have the ability to reduce coverage depending on the situation	No	SIRs are allowed for retroactive coverage
Deductible Options	Yes depending on age of tanks	Yes	Yes	Yes	Yes – limitless options from 0 to multi-million	Yes - \$5000, \$10,000, and \$25,000. \$50k and \$100k exist and require financial	\$10,000 is standard
Does claim frequency affect U/W or renewal decisions?	Hard to answer, case by case basis	Yes on particular account basis	No but severity may	Yes	Yes – on account basis and book basis	Yes	No

**Appendix A** provides the individual responses to all interview questions by each company. **Appendix C** includes a Missouri rate/rule schedule and form schedule of Great American Insurance Company, filed with the Missouri Department of Insurance on October 22, 2020 and effective starting February 1, 2021. This filing was reviewed and closed by the Department of Insurance, meaning that the rates went into effect as requested.

## Appendix A – Interview Questions for UST/LUST Regulators

The following pages contain the interview questions and responses for UST/LUST regulatory agencies.

### Iowa

1. If applicable, what percent of tank owners and operators have private tank insurance in the state? *100% private or self-insured.*
2. Can you summarize how the State relates to the private insurance market? E.g., does the State provide its own Financial Responsibility (FR) / insurance mechanism? Does the State just provide excess coverage? Grants? Loans? *Nothing like that.*
3. Who are the major providers of UST insurance in the State? *PMMIC has maybe 90% of the market, with the balance being self-insured or maybe Great American (though unsure)*
  - a. Do you review the contracts / policy forms? *No*
  - b. What about policy exclusions, such as for voluntary tank removal? *No*
  - c. What endorsements would you like to see available to your tank owners? *It's really up to the insurer.*
  - d. Are these policies written in the admitted or E&S markets?
4. Do you see any particular issues in your State in terms of tank owners and operators not being able to get coverage or not being able to afford it? *No such issues to my knowledge*
  - a. Any major issues you see in the pipeline in terms of availability?
  - b. Any major issues you see in the pipeline in terms of affordability?
5. Do you see a lot of denials of coverage for owners or operators with commercial insurance? *Not sure.*
  - a. If so, do you know the major causes of denials?
    - i. Retro date issues?
    - ii. Unknown source of contamination? *Yes, on at least one.*
    - iii. Other?
  - b. Does the State step in if there is a denial? *Yes.*
6. Many States seem to have the problem of an aging tank population, and it is our understanding that older tanks are often more expensive (if not impossible) to insure.
  - a. Do you keep track of the age of tanks in your State? *Yes.*
  - b. Do you keep track of the types of tanks (double v single wall, steel v fiberglass, lined v unlined, etc.) *Yes.*
  - c. Do you have any other issues like these? *Nothing in particular.*
  - d. Any special concerns not addressed by the current commercial insurance market? *No.*
7. We were informed that some States are seeing reductions in coverage to insureds, such as self-insured retentions or changing retroactive dates on policies that can limit whether a

release is covered and the amount that might be reimbursed. Do you see these at all in your State? *Not aware it.*

## Kentucky

1. If applicable, what percent of tank owners and operators have private tank insurance in the state? *Probably <1% have private insurance or self-insurance; almost everyone is insured through state fund.*
2. Can you summarize how the State relates to the private insurance market? E.g., does the State provide its own Financial Responsibility (FR) / insurance mechanism? Does the State just provide excess coverage? Grants? Loans? *Nothing like that. We'd like to!*
3. Who are the major providers of UST insurance in the State? *State fund.*
  - a. Do you review the contracts / policy forms?
  - b. What about policy exclusions, such as for voluntary tank removal?
  - c. What endorsements would you like to see available to your tank owners?
  - d. Are these policies written in the admitted or E&S markets?
4. Do you see any particular issues in your State in terms of tank owners and operators not being able to get coverage or not being able to afford it? *No limitations; as long as they're eligible, they can get covered. Out of compliance, 3<sup>rd</sup> party covge for first 30 days, in complinaec you get full 3<sup>rd</sup> party coverage.*
  - a. Any major issues you see in the pipeline in terms of availability?
  - b. Any major issues you see in the pipeline in terms of affordability?
5. Do you see a lot of denials of coverage for owners or operators with commercial insurance? *Not in years. Our eligibility rules have changed over the years. Currently everyone is let in if they submit documentation.*
  - a. If so, do you know the major causes of denials?
    - i. Retro date issues?
    - ii. Unknown source of contamination?
    - iii. Other?
  - b. Does the State step in if there is a denial?
6. Many States seem to have the problem of an aging tank population, and it is our understanding that older tanks are often more expensive (if not impossible) to insure.
  - a. Do you keep track of the age of tanks in your State? *We don't have any new data, but we have a significant number of tanks that are past 30 years.*
  - b. Do you keep track of the types of tanks (double v single wall, steel v fiberglass, lined v unlined, etc.) *Yes.*
  - c. Do you have any other issues like these? *There isn't really any ONE thing. We have releases from fiberglass tanks, double-walled tanks. We have releases during the installation. It's varied across the state.*
  - d. Any special concerns not addressed by the current commercial insurance market?

7. We were informed that some States are seeing reductions in coverage to insureds, such as self-insured retentions or changing retroactive dates on policies that can limit whether a release is covered and the amount that might be reimbursed. Do you see these at all in your State? *N/A*

## Minnesota

1. If applicable, what percent of tank owners and operators have private tank insurance in the state? *All USTs are covered by Petrofund, though owners and operators can purchase additional coverage if they so choose. Petrofund covers up to 90% of cost of cleanup, but that can be reduced based on compliance history.*
2. Can you summarize how the State relates to the private insurance market? E.g., does the State provide its own Financial Responsibility (FR) / insurance mechanism? Does the State just provide excess coverage? Grants? Loans? *We do not particularly give grants. We have some grants through Agriculture to support getting equipment that is compatible with higher ethanol blends. MN is #1 state in nation for biofuels, so equipment compatibility is a big issue.*
3. Who are the major providers of UST insurance in the State? *n/a*
  - a. Do you review the contracts / policy forms?
  - b. What about policy exclusions, such as for voluntary tank removal?
  - c. What endorsements would you like to see available to your tank owners?
  - d. Are these policies written in the admitted or E&S markets?
4. Do you see any particular issues in your State in terms of tank owners and operators not being able to get coverage or not being able to afford it?
  - a. Any major issues you see in the pipeline in terms of availability? *n/a*
  - b. Any major issues you see in the pipeline in terms of affordability? *No.*
5. Do you see a lot of denials of coverage for owners or operators with commercial insurance? *There are some cases where full coverage is denied, all because of compliance issues. Most cases where that happens, the coverage amount is reduced by just a small amount. In way less than 1% of cases, this results in complete denial of coverage, but that is very rare.*
  - a. If so, do you know the major causes of denials?
    - i. Retro date issues?
    - ii. Unknown source of contamination?
    - iii. Other?
  - b. Does the State step in if there is a denial?
6. Many States seem to have the problem of an aging tank population, and it is our understanding that older tanks are often more expensive (if not impossible) to insure.
  - a. Do you keep track of the age of tanks in your State? *Yes. Average age is 25.35 years as of March 2022. So age of tanks is of some concern.*
  - b. Do you keep track of the types of tanks (double v single wall, steel v fiberglass, lined v unlined, etc.) *Yes*
  - c. Do you have any other issues like these? *No.*

- d. Any special concerns not addressed by the current commercial insurance market?  
*n/a*
7. We were informed that some States are seeing reductions in coverage to insureds, such as self-insured retentions or changing retroactive dates on policies that can limit whether a release is covered and the amount that might be reimbursed. Do you see these at all in your State? *n/a*

## Montana

1. If applicable, what percent of tank owners and operators have private tank insurance in the state?

*0.5% to 1% rely on insurance exclusively to cover for their tanks versus in combination with the fund. One big owner uses private insurance to cover excess over the \$1 million coverage offered by the fund. However, some owners rely on both the fund and insurance.*

*The state provides incentives for the owners to have private insurance. If you have insurance, you can use insurance to cover your copay for the state fund, and the state will help with the deductible on the insurance, so you can perform a cleanup for \$0 out of pocket.*

*Some owners don't have SIRs, some have small deductibles, some have large.*

*That's not the case for big multi-state companies. They just write all their facilities together because they write in multiple states.*

*Because the "big fish" gas stations are eating the "little fish" in the state, we're seeing more insurance utilization.*

*Post-COVID, population is growing quickly. Consequently, companies are looking at MT as a potential market. This includes large gas station companies and insurers.*

*Mom & Pops generally don't have private insurance.*

2. Can you summarize how the State relates to the private insurance market? E.g., does the State provide its own Financial Responsibility (FR) / insurance mechanism? Does the State just provide excess coverage? Grants? Loans?

*Nothing for grants / loans. Fund has a surplus, so they're looking at providing assistance with closures, upgrading tanks near critical aquifers, or doing more frequent inspections (currently on a 3-year cycle, paid by owner; looking at state paying for inspections every year).*

3. Who are the major providers of UST insurance in the State?

*We do not have many private insurance holders in Montana. As such, the Fund is what most people choose to use. However, since we do require coverage for the \$17,500.00*

*copy, some owners choose a private insurance for that portion. These are typically small, local insurance agents who use the E&S market insurers. I am not aware of any admitted insurers in Montana that cover UST's. These are typically for schools and municipalities.*

- a. Do you review the contracts / policy forms? *We do not review contracts or policy forms except to ensure that the coverage amount is correct and that it states that it covers underground tank systems. Mostly we check for exclusions to the underground tanks and pollution liability.*
  - b. What about policy exclusions, such as for voluntary tank removal? *We do not review for voluntary tank removal.*
  - c. What endorsements would you like to see available to your tank owners? *We would like to see pollution endorsements available, but do not favor mandatory endorsements.*
  - d. Are these policies written in the admitted or E&S markets? *Almost all of the private insurance in Montana is in the excess and surplus market.*
4. Do you see any particular issues in your State in terms of tank owners and operators not being able to get coverage or not being able to afford it?
- a. Any major issues you see in the pipeline in terms of availability?
  - b. Any major issues you see in the pipeline in terms of affordability?

*Not really – if they can't afford private insurance then they're in the petrofund. Mom & Pop stores have difficulty affording insurance because their revenue stream isn't big enough, as the population isn't large enough where they are.*

*There are two issues with people getting insurance: (1) the petrofund is very "easy" to access and (2) there's an education issue, like most umbrella coverage excludes pollution... so you need to have educated owners and educated agents.*

*There are some smaller fish (or medium fish) that have a little bit more understanding – local farmer's co-ops – because they're handling a lot of other substances (pesticides & herbicides & fertilizers, etc.) and so petroleum gets rolled in with their insurance. Typically they get a modified umbrella to remove the typical policy exclusion.*

5. Do you see a lot of denials of coverage for owners or operators with commercial insurance?
- a. If so, do you know the major causes of denials? *Retro, unknown sources, failure of notification; however, for MT there are so few that have insurance that the denial isn't frequent enough to be able to make a statistically significant analysis.*
    - i. Retro date issues?
    - ii. Unknown source of contamination?
    - iii. Other?
  - b. Does the State step in if there is a denial? *Yes.*
6. Many States seem to have the problem of an aging tank population, and it is our understanding that older tanks are often more expensive (if not impossible) to insure.

- a. Do you keep track of the age of tanks in your State? *Yes*
- b. Do you keep track of the types of tanks (double v single wall, steel v fiberglass, lined v unlined, etc.) *Yes*
- c. Do you have any other issues like these? *Whether tank is in a high-risk zone, whether tanks are compartment tanks & how many compartments, pipe material*
- d. Any special concerns not addressed by the current commercial insurance market?

*Missoula has an aquifer, but it's shallow and they only have one, so it's beneficial to assess the type of tank and age of the tank against the risk posed by a potential release.*

*MT doesn't keep track ASTs as much.*

7. We were informed that some States are seeing reductions in coverage to insureds, such as self-insured retentions or changing retroactive dates on policies that can limit whether a release is covered and the amount that might be reimbursed. Do you see these at all in your State?

*We haven't been tracking these issues.*

*One issue that we are seeing is that the state has not established minimum standards of coverage, so it is possible to purchase private insurance that does not meet coverage requirements.*

*As the state turns its attention to insurance, the insurance commissioner needs to establish a minimum state standard for what insurance has to be in the state for UST insurance companies, so the owners of gas stations can be guaranteed that they'll have the minimum state requirement.*

*So one requirement for moving from a state fund to insurance is to make a minimum standard.*

## Appendix B – Interview Questions and Responses for Commercial Insurance Companies

The following pages contain the interview questions and responses for anonymized commercial insurance companies.

### Company A

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? - *Yes*
  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? - *NA*
  - b. Do you still write USTs or ASTs in other states? - *NA*
2. Do you have policy exclusions, such as for voluntary tank removal? - *No*
3. Do you write policies in the admitted or excess & surplus markets? – *Surplus lines*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping - *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) - *Yes*
  - c. Size of tank – *Generally yes for above ground, no for below ground.*
  - d. Throughput of tank system - *Yes*
  - e. Type of leak detection equipment - *Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining - *Yes*
  - g. Number of tank systems owned/operated by applicant - *Yes*
  - h. Number of dispensers – *No, but tanks yes.*
  - i. Proximity to populated areas or to drinking water wells – *Yes and no, they look to see if the tank is near a body of water.*
  - j. Soil / geological setting - *Yes*
  - k. Financial soundness of applicant - *Yes*
  - l. Extent of business relationship with applicant - *No*
  - m. Anything else? - *No*
5. Would it be difficult to get coverage if you had a 25-year-old UST? – *As the tanks get older it is more expensive. The more exposure, the more difficult it is to get coverage.*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? – *Depends on if they had prior release or not, usually require phase I though.*
  - a. What about a physical inspection of the premises? – *No, but require updated testing to be done by third party.*
7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? – *Not that he's seen, but notes that it could exist.*
8. Do you offer coverage for ASTs or just USTs? - *Yes*
  - a. Are the underwriting criteria the same? – *Aging capacity and size of tank is different, but otherwise it's the same.*
9. Any recent changes to policy language? - *No*

- a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? – *Not seen it*
  - b. Reductions to coverage like self-insured retentions? – *Deductible based*
  - c. Do you offer deductible options? – *Yes, depending on the age of the tanks.*
10. Does claim frequency affect u/w or renewal decisions? – *Hard to answer, as it is considered on a case by case basis.*
11. Would you be able to e-mail us a copy of a policy for UST coverage? – *They have to check with legal as they deal only with brokers. I have sent them an email.*
12. Would you be able to e-mail us a copy of the rate manual? – *Would not be able to.*

### Company B

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? - *Yes*
  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? - *NA*
  - b. Do you still write USTs or ASTs in other states? - *NA*
2. Do you have policy exclusions, such as for voluntary tank removal? - *No*
3. Do you write policies in the admitted or excess & surplus markets? – *Excess & surplus*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping - *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) – *Yes*
  - c. Size of tank - *Yes*
  - d. Throughput of tank system - *Yes*
  - e. Type of leak detection equipment – *Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining – *They don't consider lining, but disclosed that other carriers consider the lining date.*
  - g. Number of tank systems owned/operated by applicant - *Yes*
  - h. Number of dispensers - *No*
  - i. Proximity to populated areas or to drinking water wells - *Yes*
  - j. Soil / geological setting - *No*
  - k. Financial soundness of applicant - *Yes*
  - l. Extent of business relationship with applicant – *When it comes to underwriting criteria the answer is NO. They were a little unclear with this response. They stated no but also said they are aware who they are in contact with, whether that is an agent or an insured. – I think he was a bit confused by the question.*
  - m. Anything else? - *No*
5. Would it be difficult to get coverage if you had a 25-year-old UST? – *It depends but yes, they insure old tanks if the Insured's can show that the tank has been well taken care of. Stated not everyone is retail in MO.*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? - *No*
  - a. What about a physical inspection of the premises? - *No*

7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? – *Said he couldn't answer as this as it is the largest unknown thing they deal with. Mentioned that this information could be pulled from the EPA website.*
8. Do you offer coverage for ASTs or just USTs? - *Both*
  - a. Are the underwriting criteria the same? – *Similar, did not disclose exact differences.*
9. Any recent changes to policy language? - *No*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? – *Not sure.*
  - b. Reductions to coverage like self-insured retentions? – *No, FIRs are not allowable under financial responsibility*
  - c. Do you offer deductible options? - *Yes*
10. Does claim frequency affect u/w or renewal decisions? – *Yes, on particular account basis. Stated this was used as underwriting criteria.*
11. Would you be able to e-mail us a copy of a policy for UST coverage? – *Yes, email has been sent and waiting on response.*
12. Would you be able to e-mail us a copy of the rate manual? – *No, don't because they are not an admitted carrier.*

### Company C

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? - *Yes*
  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? - *NA*
  - b. Do you still write USTs or ASTs in other states? - *NA*
2. Do you have policy exclusions, such as for voluntary tank removal? - *No*
3. Do you write policies in the admitted or excess & surplus markets? - *Both*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping - *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) - *No*
  - c. Size of tank - *Yes*
  - d. Throughput of tank system - *Yes*
  - e. Type of leak detection equipment - *Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining - *Yes*
  - g. Number of tank systems owned/operated by applicant - *Yes*
  - h. Number of dispensers - *No*
  - i. Proximity to populated areas or to drinking water wells - *No*
  - j. Soil / geological setting - *No*
  - k. Financial soundness of applicant - *Yes*
  - l. Extent of business relationship with applicant - *No*
  - m. Anything else? - *No*
5. Would it be difficult to get coverage if you had a 25-year-old UST? - *No*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? - *No*
  - a. What about a physical inspection of the premises? – *No, but may ask for pictures.*

7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? – *Uncertain.*
8. Do you offer coverage for ASTs or just USTs? - *Both*
  - a. Are the underwriting criteria the same? – *It's a little different as there is less exposure for AST.*
9. Any recent changes to policy language? – *No, stated it is an admitted product.*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? – *Not seen it be an issue.*
  - b. Reductions to coverage like self-insured retentions? – *Write only on deductible basis.*
  - c. Do you offer deductible options? - *Yes*
10. Does claim frequency affect u/w or renewal decisions? – *No, severity may though.*
11. Would you be able to e-mail us a copy of a policy for UST coverage? – *Policy forms can be found online.*
12. Would you be able to e-mail us a copy of the rate manual? – *Not able to do that.*

### Company D

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? - *Yes*
  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? - *NA*
  - b. Do you still write USTs or ASTs in other states? - *NA*
2. Do you have policy exclusions, such as for voluntary tank removal? - *Yes*
3. Do you write policies in the admitted or excess & surplus markets? – *Only excess & surplus*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping - *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) - *Yes*
  - c. Size of tank – *Yes*
  - d. Throughput of tank system - *No*
  - e. Type of leak detection equipment - *Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining - *Yes*
  - g. Number of tank systems owned/operated by applicant - *Yes*
  - h. Number of dispensers – *No*
  - i. Proximity to populated areas or to drinking water wells – *No*
  - j. Soil / geological setting - *No*
  - k. Financial soundness of applicant - *Yes*
  - l. Extent of business relationship with applicant - *No*
  - m. Anything else? - *No*
5. Would it be difficult to get coverage if you had a 25-year-old UST? – *No*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? – *No*
  - a. What about a physical inspection of the premises? – *No*
7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? – *No*

8. Do you offer coverage for ASTs or just USTs? - *Both*
  - a. Are the underwriting criteria the same? – *Yes*
9. Any recent changes to policy language? – *No, but have a new policy form pending*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? – *No*
  - b. Reductions to coverage like self-insured retentions? – *No – very rare*
  - c. Do you offer deductible options? – *Yes*
10. Does claim frequency affect u/w or renewal decisions? – *Yes*
11. Would you be able to e-mail us a copy of a policy for UST coverage? – *No*
12. Would you be able to e-mail us a copy of the rate manual? – *No*

### Company E

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? *Yes*
  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? *N/A*
  - b. Do you still write USTs or ASTs in other states? *Yes*
2. Do you have policy exclusions, such as for voluntary tank removal? *No but there is a reporting requirement.*
3. Do you write policies in the admitted or excess & surplus markets? *Non-admitted*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) *Yes*
  - c. Size of tank *Yes*
  - d. Throughput of tank system Look at capacity more than throughput
  - e. Type of leak detection equipment *Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining *Yes*
  - g. Number of tank systems owned/operated by applicant *Yes*
  - h. Number of dispensers *No*
  - i. Proximity to populated areas or to drinking water wells *Yes, water wells. Not population*
  - j. Soil / geological setting *Yes*
  - k. Financial soundness of applicant *Yes*
  - l. Extent of business relationship with applicant *Considered but not asked*
  - m. Anything else? *# of locations, # of tanks, year installed, capacity, tank wall, tank construction, contents, overflow protection (leak detection), retroactive dates, specific tank deductibles (if a tank has 1000 deductible, don't ask a lot of info), piping questions*
5. Would it be difficult to get coverage if you had a 25-year-old UST? *No*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? *Not phase II, but if they have it we'd like to see it. But require tank tightness test.*
  - a. What about a physical inspection of the premises? *No*

7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? *No*
8. Do you offer coverage for ASTs or just USTs? *Both.*
  - a. Are the underwriting criteria the same? *Essentially*
9. Any recent changes to policy language? *No*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? *No – people don't move their retro dates.*
  - b. Reductions to coverage like self-insured retentions? *Yes – always have the ability to reduce coverage depending on the situation.*
  - c. Do you offer deductible options? *Yes – limitless from 0 to multi-million*
10. Does claim frequency affect u/w or renewal decisions? *Yes – on account and book basis*
11. Would you be able to e-mail us a copy of a policy for UST coverage? *Yes*
12. Would you be able to e-mail us a copy of the rate manual? *No*

## Company F

1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks?
 

*In Missouri*

  - a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there?
  - b. Do you still write USTs or ASTs in other states?
 

*Yes*
2. Do you have policy exclusions, such as for voluntary tank removal?
 

*No*
3. Do you write policies in the admitted or excess & surplus markets?
 

*They write both. In MO only excess & surplus*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping
 

*Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic)
 

*Yes*
  - c. Size of tank
 

*Yes but has to be over a certain large size tank that's pretty large. Start charging at 50,000 gallon capacity*
  - d. Throughput of tank system
 

*No*
  - e. Type of leak detection equipment
 

*Yes*
  - f. Whether tank is retrofitted with cathodic protection or lining
 

*Give some credits if it's a recent lining that meets a certain UIL. Only one company that does that. Has to meet UL-1856*
  - g. Number of tank systems owned/operated by applicant
 

*No*
  - h. Number of dispensers

- No*
  - i. Proximity to populated areas or to drinking water wells  
*No rates for that. Do look at it while underwriting.*
  - j. Soil / geological setting  
*No*
  - k. Financial soundness of applicant  
*If they are requesting a 50,000 deductible or larger*
  - l. Extent of business relationship with applicant  
*Considered but no*
  - m. Anything else? *No*
  
- 5. Would it be difficult to get coverage if you had a 25-year-old UST?  
*No. write up to 44 years*
- 6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage?  
*No*
  - a. What about a physical inspection of the premises?  
*No*
- 7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination?  
*We see a lot of contamination with tank pulls but can't determine where it came from*
- 8. Do you offer coverage for ASTs or just USTs?  
*Both*
  - a. Are the underwriting criteria the same?  
*Yes*
- 9. Any recent changes to policy language?  
*No*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak?  
*If they have a retro date, we will honor 10 years of that. If it's renewal, don't limit retro date.*
  - b. Reductions to coverage like self-insured retentions?  
*No*
  - c. Do you offer deductible options?  
*Yes. 5000, 10,000, and 25,000. 50 and 100 requires financial*
- 10. Does claim frequency affect u/w or renewal decisions?  
*Yes*
- 11. Would you be able to e-mail us a copy of a policy for UST coverage?  
*Will check with manager and send along if allowed.*
- 12. Would you be able to e-mail us a copy of the rate manual?  
*Will check with manager*

## **Company G**

- 1. Do you currently write coverage in Missouri for underground and/or aboveground storage tanks? *No*

- a. If you used to write coverage in Missouri but no longer do so, why do you no longer write there? *N/A*
  - b. Do you still write USTs or ASTs in other states? *Yes*
2. Do you have policy exclusions, such as for voluntary tank removal? *No*
3. Do you write policies in the admitted or excess & surplus markets? *Both*
4. In some states, some tank owners have some pretty old tank systems for which they have trouble getting coverage (or for which coverage is pretty expensive). Do you rate tank systems on the basis of:
  - a. Age of tank or piping *Yes*
  - b. Type of tank or type of piping (steel, fiberglass, plastic) *Yes*
  - c. Size of tank *Yes*
  - d. Throughput of tank system *Not directly*
  - e. Type of leak detection equipment *Yes, in some jurisdictions.*
  - f. Whether tank is retrofitted with cathodic protection or lining *Yes*
  - g. Number of tank systems owned/operated by applicant *Multi-facility discount possible in some jurisdictions if there is a reduced aggregate risk.*
  - h. Number of dispensers *Yes*
  - i. Proximity to populated areas or to drinking water wells *No*
  - j. Soil / geological setting *No*
  - k. Financial soundness of applicant *No*
  - l. Extent of business relationship with applicant *No*
  - m. Anything else? *Yes*
5. Would it be difficult to get coverage if you had a 25-year-old UST? *No*
6. Do you require a phase II site assessment or similar study to determine if there's pre-existing pollution before you issue coverage? *Recommended, not required.*
  - a. What about a physical inspection of the premises? *In some jurisdictions.*
7. Do you have a lot of releases with unknown sources of contamination or commingled old contamination? *Yes, majority of releases have unknown source and unknown cause.*
8. Do you offer coverage for ASTs or just USTs? *Both.*
  - a. Are the underwriting criteria the same? *No*
9. Any recent changes to policy language? *No*
  - a. Have you had people moving up their retro dates who are then unable to obtain coverage for a leak? *No*
  - b. Reductions to coverage like self-insured retentions? *SIRs are allowed for retroactive coverage in some jurisdictions but are not imposed or required.*
  - c. Do you offer deductible options? *Yes. \$10,000 is standard.*
10. Does claim frequency affect u/w or renewal decisions? *No*
11. Would you be able to e-mail us a copy of a policy for UST coverage? *On website*
12. Would you be able to e-mail us a copy of the rate manual? *No*

## **Appendix C – Policies, Applications, and Rate Filings**

State: Missouri Filing Company: Great American Insurance Company  
 TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
 Product Name: 20134 - Storage Tank Liability  
 Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

## Table of Contents

### User Usage Agreement

#### Attachments

Usage Agreement [Usage Agreement.pdf](#)

<b>Form Attachments</b>	(ex. Form Name	Form Number	Attachment Name)
FORMS AND ENDORSEMENTS SCHEDULE	SLN 90 00		<a href="#">SLN9000_04-08 form endorsement schedule.pdf</a>
STORAGE TANK POLICY - DESIGNATED TANKS	STP 30 00		<a href="#">STP 3000 05-20 (Admitted) Final.pdf</a>
STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS	STP 30 01		<a href="#">STP 3001 05-20 (Admitted) - Final.pdf</a>
YOUR LOCATIONS	STP 30 05		<a href="#">STP3005_05-20 - Your Locations.pdf</a>
POLICY PERIOD AMENDATORY ENDORSEMENT	STP 30 15		<a href="#">STP3015_05-20 - Policy Period Amendatory Endorsement.pdf</a>
INSURED TANK SCHEDULE AND RETROACTIVE DATES	STP 30 20		<a href="#">STP3020_05-20 - Insured Tank Schedule and Retroactive Dates.pdf</a>
TERRORISM COVERAGE ENDORSEMENT	STP 31 05		<a href="#">STP3105_05-20 - Terrorism Coverage Endorsement.pdf</a>
EXCLUSION OF TERRORISM COVERAGE	STP 31 10		<a href="#">STP3110_05-20 - Exclusion of Terrorism Coverage.pdf</a>
ADDITIONAL NAMED INSURED ENDORSEMENT	STP 32 05		<a href="#">STP3205_05-20 - Additional Named Insureds.pdf</a>
ADDITIONAL INSURED ENDORSEMENT	STP 32 10		<a href="#">STP3210_05-20 - Additional Insureds.pdf</a>
POLICY CANCELLATION ENDORSEMENT	STP 34 05		<a href="#">STP3405_05-20 - Policy Cancellation Endorsement.pdf</a>
MISSOURI AMENDATORY ENDORSEMENT WITH CANCELLATION NOTICE TO A THIRD PARTY	STP 38 46		<a href="#">STP3846_02-21 - Missouri Amendatory Endorsement with Cancellation Notice to 3P.pdf</a>
<i>CANCELLATION AMENDATORY ENDORSEMENT NOTICE TO LISTED ENTITY</i>			<a href="#">STP3410_05-20 - Cancellation Condition Amendatory Endorsement - Notice to Listed Entity.pdf</a>
Policyholder Disclosure Notice of Terrorism Insurance Coverage	F.35054D		<a href="#">F35054D (05-20) ENV-Terrorism.pdf</a>

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

YOUR LOCATIONS ADDED AFTER STP 30 06 POLICY INCEPTION	<a href="#">STP3006_08-20 - Your Locations Added after Policy Inception.pdf</a>
INSURED TANKS ADDED AFTER STP 30 22 POLICY INCEPTION	<a href="#">STP3022_08-20 - Insured Tanks Added after Policy Inception (1).pdf</a>
INSURED TANKS DELETED AFTER STP 30 23 POLICY INCEPTION	<a href="#">STP3023_08-20 - Insured Tanks Deleted after Policy Inception (1).pdf</a>
EXTENDED REPORTING PERIOD STP 35 05	<a href="#">STP3505_09-20 - Purchased Extended Reporting Period.pdf</a>
MISSOURI AMENDATORY STP 38 45 ENDORSEMENT	<a href="#">STP3845_02-21 - Missouri Amendatory Endorsement.pdf</a>

**Rate-Rule Attachments** (ex. Document Name Attachment Name)  
 Storage Tank Policy Designated  
 Tanks General Rating Manual Rules [STP Program rate pages.pdf](#)

STORAGE TANK POLICY  
 DESIGNATED TANKS MANUAL [STORAGE TANK POLICY DESIGNATED TANKS MANUAL.pdf](#)

**Supporting Document Attachments** (ex. Supporting Document Name Attachment Name)  
 Filing Memorandum [STP Filing Memo.pdf](#)  
 Actuarial Justification [STP Rate - Actuarial Memorandum.pdf](#)

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Filing at a Glance

Company: Great American Insurance Company  
 Product Name: 20134 - Storage Tank Liability  
 State: Missouri  
 TOI: 17.2 Other Liability-Claims Made Only  
 Sub-TOI: 17.2011 Environmental Pollution Liability  
 Filing Type: Form/Rate/Rule  
 Date Submitted: 10/22/2020  
 SERFF Tr Num: GACX-132517252  
 SERFF Status: Closed-REVIEWED  
 State Tr Num: 88  
 State Status: REVIEWED  
 Co Tr Num: 25-2020 - 20134

Effective Date: 02/01/2021  
 Requested (New):  
 Effective Date: 02/01/2021  
 Requested (Renewal):  
 Author(s): Christie Lee, Shelby Costa, Olivia Kirst  
 Reviewer(s): Anthony Senevey (primary)  
 Disposition Date: 02/02/2021  
 Disposition Status: REVIEWED  
 Effective Date (New): 02/01/2021  
 Effective Date (Renewal): 02/01/2021

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## General Information

Project Name: 20134 - Storage Tank Liability	Status of Filing in Domicile: Pending
Project Number: 25-2020 - 20134	Domicile Status Comments: Currently submitting and pending approval.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/02/2021	
State Status Changed: 02/02/2021	Deemer Date:
Created By: Christie Lee	Submitted By: Christie Lee
Corresponding Filing Tracking Number:	
State TOI: 17.2 Other Liability-Claims Made Only	State Sub-TOI: 17.2011 Environmental Pollution Liability

### Filing Description:

Great American Insurance is pleased to submit our new program Storage Tank Policy – Designated Tanks (“STP”). We are submitting this filing in order to offer STP on an admitted basis in your state under Great American Insurance Company to be underwritten and issued solely through the Great American Environmental Division.

STP can be used to satisfy federal and state storage tank financial responsibility requirements for tank owners and operators. Target markets for STP include gasoline service stations, trucking and distribution facilities, bulk fertilizer and agricultural chemical distributors, and similar facilities that use above ground and underground storage tanks. STP is designed to cover a single tank at a single location or a variety of above ground storage tanks and underground storage tanks at multiple locations.

## Company and Contact

### Filing Contact Information

Christie Lee, Business Technology Analysis [cmlee@gaig.com](mailto:cmlee@gaig.com)  
 Supervisor  
 49 East 4th Street 513-412-3963 [Phone]  
 Cincinnati, OH 45202 513-333-6996 [FAX]

### Filing Company Information

Great American Insurance Company	CoCode: 16691	State of Domicile: Ohio
301 E. 4th Street	Group Code: 84	Company Type:
Cincinnati, OH 45202	Group Name: Great American Insurance Group	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 31-0501234	

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Filing Fees

### State Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
Great American Insurance Company	\$150.00	10/22/2020 01:35 PM	187426730
<b>EFT Total</b>	<b>\$150.00</b>		

### State Specific

NAIC Number: 16691

Have you reviewed the General Instructions document? (yes/no)(General Instructions updated 06/16/2017): yes

If this is a rate filing, was rate data added on the rate/rule schedule? (yes/no): yes

Are you paying the \$150 per company per submission filing fee electronically using EFT? The utilization of SERFF and EFT for filings of papers, documents, and reports is now required, per 20 CSR 100-1.900.: yes via EFT

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
REVIEWED	Anthony Senevey	02/02/2021	02/02/2021

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
PENDING INDUSTRY RESPONSE	Anthony Senevey	01/29/2021	01/29/2021
PENDING INDUSTRY RESPONSE	Anthony Senevey	01/25/2021	01/25/2021

#### Response Letters

Responded By	Created On	Date Submitted
Christie Lee	01/29/2021	01/29/2021
Christie Lee	01/29/2021	01/29/2021

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Disposition

Disposition Date: 02/02/2021

Effective Date (New): 02/01/2021

Effective Date (Renewal): 02/01/2021

Status: REVIEWED

Comment: Thank you for your filing submission. At this point in time, I do not have any further questions and am concluding my review of this filing. Please note that the closure of this filing does not constitute an approval by the Department and does not mean the Department is precluded from initiating future inquiries or from taking further administrative or legal action. Ultimately, the insurance company is responsible for ensuring it is in compliance with Missouri insurance law through its administration of insurance policies and handling of claims.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Great American Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Filing Memorandum	REVIEWED	Yes
Supporting Document	Exhibit A, B, & C (20 CSR 500-4.200)	REVIEWED	Yes
Supporting Document	Actuarial Justification	REVIEWED	Yes
Form	FORMS AND ENDORSEMENTS SCHEDULE	REVIEWED	Yes
Form	STORAGE TANK POLICY - DESIGNATED TANKS	REVIEWED	Yes
Form	STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS	REVIEWED	Yes
Form	YOUR LOCATIONS	REVIEWED	Yes
Form	POLICY PERIOD AMENDATORY ENDORSEMENT	REVIEWED	Yes
Form	INSURED TANK SCHEDULE AND RETROACTIVE DATES	REVIEWED	Yes
Form	TERRORISM COVERAGE ENDORSEMENT	REVIEWED	Yes
Form	EXCLUSION OF TERRORISM COVERAGE	REVIEWED	Yes
Form	ADDITIONAL NAMED INSURED ENDORSEMENT	REVIEWED	Yes
Form	ADDITIONAL INSURED ENDORSEMENT	REVIEWED	Yes
Form	POLICY CANCELLATION ENDORSEMENT	REVIEWED	Yes

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	MISSOURI AMENDATORY ENDORSEMENT WITH CANCELLATION NOTICE TO A THIRD PARTY	REVIEWED	Yes
Form	CANCELLATION AMENDATORY ENDORSEMENT – NOTICE TO LISTED ENTITY	SUPERSEDED	Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage	REVIEWED	Yes
Form	YOUR LOCATIONS ADDED AFTER POLICY INCEPTION	REVIEWED	Yes
Form	INSURED TANKS ADDED AFTER POLICY INCEPTION	REVIEWED	Yes
Form	INSURED TANKS DELETED AFTER POLICY INCEPTION	REVIEWED	Yes
Form	EXTENDED REPORTING PERIOD	REVIEWED	Yes
Form	MISSOURI AMENDATORY ENDORSEMENT	REVIEWED	Yes
Rate	Storage Tank Policy – Designated Tanks General Rating Manual Rules	REVIEWED	Yes
Rate	STORAGE TANK POLICY DESIGNATED TANKS MANUAL	REVIEWED	Yes

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**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Objection Letter

Objection Letter Status	PENDING INDUSTRY RESPONSE
Objection Letter Date	01/29/2021
Submitted Date	01/29/2021
Respond By Date	02/05/2021

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Dear Christie Lee,

**Introduction:**

Thank you for your response to our previous inquiry. Upon review of the information provided, the following concerns remain:

**Objection 1**

Comments: For this filing's requested effective dates for renewal under the General Information Tab, you have noted, On Approval. In order for this filing to be searchable by effective date, please complete a post submission update which creates an actual date.

**Conclusion:**

Please respond to this letter by the above date. This submission will be held in suspense pending your response. Feel free to contact me at Anthony.Senevey@insurance.mo.gov should you have any questions or concerns.

Sincerely,

Anthony Senevey

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Objection Letter

Objection Letter Status	PENDING INDUSTRY RESPONSE
Objection Letter Date	01/25/2021
Submitted Date	01/25/2021
Respond By Date	02/01/2021

Dear Christie Lee,

### Introduction:

Thank you for your submission of this filing. Upon review, areas of concern for Missouri insurance regulatory guidelines were found. Please address the following objections and respond by the date above.

### Objection 1

Comments: For this filing's requested effective dates under the General Information Tab, you have noted, On Approval. In order for this filing to be searchable by effective date, please complete a post submission update which creates an actual date.

### Objection 2

- STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS, STP 30 01, (Ed. 05 20) (Form)

Comments: Applies to: and (iii) solely with regard to part c. above, that you have notified us of the applicable storage tank incident no later than forty-eight (48) hours after you became aware of it.

A. You must see to it that we are notified, in writing, no later than seven (7) days after you become aware of any storage tank incident which may result in a claim, request for coverage under this Policy, demand, or any other proceeding to impose an obligation on the insured for damages because of bodily injury or property damage or for corrective action costs.

Per 20 CSR 100-1.020, insurers may not deny a claim due to the insured's failure to submit written notification within a specified time period following the loss unless the failure to submit such notice would result in prejudicing the rights of the insurer. Please show how you are in compliance. Commonly, compliance can be achieved by either removing the time frame requirement, or adding the following language, or language similar to the following, however, no claim will be denied based upon the insureds failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020.

### Objection 3

- STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS, STP 30 01, (Ed. 05 20) (Form)

- CANCELLATION AMENDATORY ENDORSEMENT – NOTICE TO LISTED ENTITY, STP 34 10, (Ed. 05 13) (Form)

Comments: Applies to: "7. Cancellation/Nonrenewal"

"If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least thirty (30) days before the end of the policy period."

According to Section 379.883 RSMo, "no notice of non-renewal of a commercial casualty policy shall be effective unless mailed or delivered by the insurer to the named insured at least sixty (60) days prior to the effective date of the non-renewal." Section three (3) states, "notice of cancellation or non-renewal of a commercial casualty insurance policy shall state the insurer's actual reason for proposing the action, the statement of reason to be sufficiently clear and specific so that the recipient can identify the basis of the insurer's decision without further inquiry."

### Conclusion:

Please respond to this letter by the above date. This submission will be held in suspense pending your response. Feel free to contact me at Anthony.Senevey@insurance.mo.gov should you have any questions or concerns.

Sincerely,

Anthony Senevey

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**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/29/2021
Submitted Date	01/29/2021

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Dear Anthony Senevey,

**Introduction:**

Thank you for your message.

**Response 1**

**Comments:**

Please see the PSU.

**Related Objection 1**

Comments: For this filing's requested effective dates for renewal under the General Information Tab, you have noted, On Approval. In order for this filing to be searchable by effective date, please complete a post submission update which creates an actual date.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thanks,

Christie Lee

Sincerely,

Christie Lee

---

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Response Letter

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Response Letter Status	Submitted to State
Response Letter Date	01/29/2021
Submitted Date	01/29/2021

---

Dear Anthony Senevey,

### **Introduction:**

Thank you for your letter. Please see the following to comply with your requests.

### **Response 1**

#### **Comments:**

PSU will be submitted.

### **Related Objection 1**

*Comments:* For this filing's requested effective dates under the General Information Tab, you have noted, On Approval. In order for this filing to be searchable by effective date, please complete a post submission update which creates an actual date.

### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### **Response 2**

#### **Comments:**

Please see the amendatory endorsement.

### **Related Objection 2**

Applies To:

- STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS, STP 30 01, (Ed. 05 20) (Form)

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

Comments: Applies to: and (iii) solely with regard to part c. above, that you have notified us of the applicable storage tank incident no later than forty-eight (48) hours after you became aware of it.

A. You must see to it that we are notified, in writing, no later than seven (7) days after you become aware of any storage tank incident which may result in a claim, request for coverage under this Policy, demand, or any other proceeding to impose an obligation on the insured for damages because of bodily injury or property damage or for corrective action costs.

Per 20 CSR 100-1.020, insurers may not deny a claim due to the insured's failure to submit written notification within a specified time period following the loss unless the failure to submit such notice would result in prejudicing the rights of the insurer. Please show how you are in compliance. Commonly, compliance can be achieved by either removing the time frame requirement, or adding the following language, or language similar to the following, however, no claim will be denied based upon the insureds failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020.

### Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	MISSOURI AMENDATORY ENDORSEMENT	STP 38 45	(Ed. 02 21)	END	New			STP3845_02-21 - Missouri Amendatory Endorsement.pdf	Date Submitted: 01/29/2021 By: Christie Lee

No Rate/Rule Schedule items changed.

### Response 3

#### Comments:

Please see the MO specific form.

### Related Objection 3

Applies To:

- STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS, STP 30 01, (Ed. 05 20) (Form)
- CANCELLATION AMENDATORY ENDORSEMENT NOTICE TO LISTED ENTITY, STP 34 10, (Ed. 05 13) (Form)

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

Comments: Applies to: "7. Cancellation/Nonrenewal"

"If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least thirty (30) days before the end of the policy period."

According to Section 379.883 RSMo, "no notice of non-renewal of a commercial casualty policy shall be effective unless mailed or delivered by the insurer to the named insured at least sixty (60) days prior to the effective date of the non-renewal." Section three (3) states, "notice of cancellation or non-renewal of a commercial casualty insurance policy shall state the insurer's actual reason for proposing the action, the statement of reason to be sufficiently clear and specific so that the recipient can identify the basis of the insurer's decision without further inquiry."

**Changed Items:**

No Supporting Documents changed.

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	MISSOURI AMENDATORY ENDORSEMENT WITH CANCELLATION NOTICE TO A THIRD PARTY	STP 38 46	(Ed. 02 21)	END	New			STP3846_02-21 - Missouri Amendatory Endorsement with Cancellation Notice to 3P.pdf	Date Submitted: 01/29/2021 By: Christie Lee
<i>Previous Version</i>									
1	CANCELLATION AMENDATORY ENDORSEMENT - NOTICE TO LISTED ENTITY	STP 34 10	(Ed. 05 13)	END	New			STP3410_05-20 - Cancellation Condition Amendatory Endorsement - Notice to Listed Entity.pdf	Date Submitted: 10/22/2020 By: Christie Lee

No Rate/Rule Schedule items changed.

**Conclusion:**

**SERFF Tracking #:**

GACX-132517252

**State Tracking #:**

88

**Company Tracking #:**

25-2020 - 20134

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**State:**

Missouri

**Filing Company:**

Great American Insurance Company

**TOI/Sub-TOI:**

17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

**Product Name:**

20134 - Storage Tank Liability

**Project Name/Number:**

20134 - Storage Tank Liability/25-2020 - 20134

*We look forward to your approval.*

Thanks,

Christie Lee

*Sincerely,*

Christie Lee

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Post Submission Update Request Processed On 01/29/2021

Status: Allowed  
Created By: Christie Lee  
Processed By: Anthony Senevey  
Comments:

### General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (New)	02/01/2021	On Approval

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Post Submission Update Request Processed On 02/01/2021

Status: Allowed  
Created By: Christie Lee  
Processed By: Anthony Senevey  
Comments:

### General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (Renew)	02/01/2021	On Approval

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	REVIEWED 02/02/2021	FORMS AND ENDORSEMENTS SCHEDULE	SLN 90 00	(Ed. 04 08)	OTH	New			SLN9000_04-08 form endorsement schedule.pdf
2	REVIEWED 02/02/2021	STORAGE TANK POLICY - DESIGNATED TANKS	STP 30 00	(Ed. 07 20)	DEC	New			STP 3000 05-20 (Admitted) Final.pdf
3	REVIEWED 02/02/2021	STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS	STP 30 01	(Ed. 05 20)	PCF	New			STP 3001 05-20 (Admitted) - Final.pdf
4	REVIEWED 02/02/2021	YOUR LOCATIONS	STP 30 05	(Ed. 05 20)	END	New			STP3005_05-20 - Your Locations.pdf
5	REVIEWED 02/02/2021	POLICY PERIOD AMENDATORY ENDORSEMENT	STP 30 15	(Ed. 05 20)	END	New			STP3015_05-20 - Policy Period Amendatory Endorsement.pdf
6	REVIEWED 02/02/2021	INSURED TANK SCHEDULE AND RETROACTIVE DATES	STP 30 20	(Ed. 05 20)	END	New			STP3020_05-20 - Insured Tank Schedule and Retroactive Dates.pdf
7	REVIEWED 02/02/2021	TERRORISM COVERAGE ENDORSEMENT	STP 31 05	(Ed. 05 20)	END	New			STP3105_05-20 - Terrorism Coverage Endorsement.pdf
8	REVIEWED 02/02/2021	EXCLUSION OF TERRORISM COVERAGE	STP 31 10	(Ed. 05 20)	END	New			STP3110_05-20 - Exclusion of Terrorism Coverage.pdf
9	REVIEWED 02/02/2021	ADDITIONAL NAMED INSURED ENDORSEMENT	STP 32 05	(Ed. 05 20)	END	New			STP3205_05-20 - Additional Named Insureds.pdf
10	REVIEWED 02/02/2021	ADDITIONAL INSURED ENDORSEMENT	STP 32 10	(Ed. 05 20)	END	New			STP3210_05-20 - Additional Insureds.pdf



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

SLN 90 00 (Ed. 04 08)

Policy No: \_\_\_\_\_

## FORMS AND ENDORSEMENTS SCHEDULE

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It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition

Form Description



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 30 06 (Ed. 08 20)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**YOUR LOCATIONS ADDED AFTER POLICY INCEPTION**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

As of the Effective Date of this endorsement, each of the following locations is one of “your locations:”

All other terms and conditions remain the same.



Administrative Offices  
 301 E. 4<sup>th</sup> Street  
 Cincinnati, Ohio 45202  
 Tel: 1-513-369-5000

STP 30 00 (Ed. 07 20)

**GREAT AMERICAN INSURANCE COMPANY**

**STORAGE TANK POLICY - DESIGNATED TANKS**

**COVERAGE A OF THIS POLICY PROVIDES BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. COVERAGE B OF THIS POLICY PROVIDES CORRECTIVE ACTION COSTS COVERAGE ON AN INCIDENT-REPORTED BASIS. PAYMENTS, WHEN MADE, WILL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE EXCESS OF THE APPLICABLE DEDUCTIBLE.**

**THIS POLICY PROVIDES PAYMENTS FOR DEFENSE EXPENSE WHICH, WHEN MADE, WILL REDUCE THE APPLICABLE LIMITS OF LIABILITY FOR DEFENSE EXPENSE SET FORTH IN THE DECLARATIONS AND ARE EXCESS OF THE APPLICABLE DEDUCTIBLE.**

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

Policy Number:  
 Renewal Of:  
 Customer Number:

1. First Named Insured: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

2. Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
 (12:01 A.M. standard time at the mailing address shown in Item 1. above)

3. Coverages and Coverage Section Limits of Liability and Deductible:

If no Limits appear for a Coverage Section shown below, this Policy does not apply for that Coverage Section.

Coverage	Each Storage Tank Incident Limit	Coverage Aggregate Limit	Deductible
A.	\$	\$	See Insured Tank(s) Schedule
B.	\$	\$	See Insured Tank(s) Schedule
C.	\$	\$	See Insured Tank(s) Schedule

4. Policy Aggregate Limit of Liability: \$ \_\_\_\_\_

5. Your Location(s): \_\_\_\_\_  
 \_\_\_\_\_



Administrative Offices  
 301 E. 4<sup>th</sup> Street  
 Cincinnati, Ohio 45202  
 Tel: 1-513-369-5000

**6. Insured Tank(s) Schedule:**

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

- 7. Premium: \$
- TRIA (Terrorism Coverage): \$
- Assessments and Surcharges: \$
- TOTAL: \$

**8. Minimum Earned Premium: 25%**

- 9. Broker: \_\_\_\_\_
- Street Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_

**10. Forms and Endorsements applicable to all Coverage Parts and made part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule.**



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 30 01 (Ed. 05 20)

## GREAT AMERICAN INSURANCE COMPANY

# STORAGE TANK LIABILITY POLICY - DESIGNATED TANKS

**THIS FORM PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

**COVERAGE A OF THIS POLICY PROVIDES THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. COVERAGE B OF THIS POLICY PROVIDES CORRECTIVE ACTION COSTS COVERAGE ON AN INCIDENT-REPORTED BASIS. PAYMENTS, WHEN MADE, WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE SET FORTH IN THE DECLARATIONS AND ARE EXCESS OF THE APPLICABLE DEDUCTIBLE.**

**THIS POLICY PROVIDES PAYMENTS FOR DEFENSE EXPENSE WHICH, WHEN MADE, WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE FOR DEFENSE EXPENSE SET FORTH IN THE DECLARATIONS AND ARE EXCESS OF THE APPLICABLE DEDUCTIBLE.**

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.**

Throughout this Policy the words "you" and "your" refer to the First Named Insured shown in the Declarations, and any other person or organization qualifying as an 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 II - Who Is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

## SECTION I - STORAGE TANK COVERAGE

### 1. Insuring Agreements

#### A. Coverage A – Third Party Bodily Injury and Property Damage Liability

- (1) We will pay "loss" that you become legally obligated to pay as a result of a "claim" because of "bodily injury" or "property damage" resulting from a "storage tank incident" originating at "your location," but only if:
  - (a) That "storage tank incident" first commenced on or after the applicable Retroactive Date set forth in this Policy and before the end of the "policy period;" and
  - (b) That "claim" for damages because of the "bodily injury" or "property damage" is first made against you, in writing, during the "policy period," and reported to us, in writing, during the "policy period," or any Extended Reporting Period we provide under Section V - Extended Reporting Periods.

All "claims" for "loss" because of "bodily injury" to the same person and resulting from a "storage tank incident," including damages claimed by any person or organization for care, loss of services, or death resulting at any time from such "bodily injury," will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" for "loss" because of "property damage" suffered by the same person or organization as a result of a "storage tank incident" will be deemed to have been made at the time the first such "claim" is made against any insured.

- (2) The amount we will pay for "loss" because of "bodily injury" or "property damage" is limited as described in Paragraph 1. of Section III - Limits of Insurance and Deductible.

## **B. Coverage B – Corrective Action Costs**

- (1) We will pay “corrective action costs” that you become legally obligated to pay because of a “storage tank incident” originating on “your location,” but only if:
  - (a) That “storage tank incident” first commenced on or after the applicable Retroactive Date set forth in this Policy and before the end of the “policy period;” and
  - (b) That “storage tank incident” is discovered by you during the “policy period” and reported to us, in writing, during the “policy period” or any Extended Reporting Period we provide under Section V - Extended Reporting Periods.
- (2) The amount we will pay for “corrective action costs” is limited as described in Paragraph 1. of Section III - Limits of Insurance and Deductible.

## **C. Coverage C – Defense Expense**

- (1) We will pay “defense expense” because of a “claim” for “loss” or because of “corrective action costs” to which this Policy applies, but only if:
  - (a) The applicable “claim” for “loss” is made against you and reported to us in accordance with Coverage A and otherwise covered by this Policy; or
  - (b) The applicable “storage tank incident” is reported to us in accordance with Coverage B and otherwise covered by this Policy.
- (2) The amount we will pay for “defense expense” is limited as described in Paragraph 1. of Section III - Limits of Insurance and Deductible.

## **2. Exclusions**

This insurance does not apply to:

### **A. Expected or Intended Injury**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses that are expected or intended by a “responsible person.”

### **B. Contractual Liability**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses that you are obligated to pay by reason of the assumption of the liability of another in a contract or agreement. This exclusion does not apply to liability for damages that you would have in the absence of that contract or agreement.

### **C. Workers' Compensation and Similar Laws**

Any obligation you have under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

### **D. Employer's Liability**

“Loss” because of “bodily injury” and related “defense expense” to:

- (1) An “employee” of the insured arising out of and in the course of:
  - (a) employment with the insured; or
  - (b) performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Item (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### **E. Damage to Property**

“Loss” because of “property damage” and related “defense expense” to:

- (1) "Your location" or to any other real property you own, rent, or operate, including any costs or expenses incurred by you, or on your behalf, for the repair, replacement, enhancement, restoration or maintenance of "your location" or that property, for any reason, including prevention of injury to any person or damage to another's property;
- (2) All or any part of any premises you sell, give away, or abandon;
- (3) Any property loaned to you; or
- (4) Personal property that you own or lease or that is in your care, custody or control.

This Exclusion does not apply to "corrective action costs."

#### **F. Failure to Comply with Laws**

"Loss" because of "bodily injury" or "property damage" and related "defense expense," "corrective action costs" and related "defense expense," or any other expenses arising out of a "storage tank incident" which is directly or indirectly attributable to, any "responsible person's," or anyone acting on behalf of any "responsible person's" failure to comply with any applicable law, statute, regulation, ordinance, directive, or order relating to the protection of human health and the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission.

#### **G. Tank Contents and Closed Tanks**

"Loss" because of "bodily injury" or "property damage" and related "defense expense," "corrective action costs" and related "defense expense," or any other expenses:

- (1) To remove, replace, or recycle the contents of any "insured tank;" or
- (2) Arising directly or indirectly from a "release" from an "insured tank" that first commences after:
  - (a) that "insured tank" has been taken out of use or operationally discontinued, if proper tank closure was not undertaken in accordance with applicable laws and regulations; or
  - (b) operational control of that "insured tank" has been relinquished by you.

#### **H. War**

"Loss" because of "bodily injury" or "property damage" and related "defense expense," "corrective action costs" and related "defense expense," or any other expenses, however caused or incurred, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
- (3) Insurrection, rioting, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) Any act of foreign or domestic terrorism.

#### **I. Known Conditions**

"Loss" because of "bodily injury" or "property damage" and related "defense expense," "corrective action costs" and related "defense expense," or any other expenses arising directly or indirectly from any "release" which was known to any "responsible person", or that reasonably should have been known by any "responsible person," prior to the first day of the "policy period."

#### **J. Prior Claims**

"Loss" because of "bodily injury" or "property damage" and related "defense expense," "corrective action costs" and related "defense expense," or any other expenses arising directly or indirectly from any:

- (1) "Claim" for "loss" first made against you prior to the first day of the "policy period;"
- (2) "Corrective action costs" incurred prior to the first day of the "policy period;" or
- (3) Other circumstance reported to you, or reported by you under any policy of insurance in effect, prior to the first day of the "policy period."

#### **K. Products Liability**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses arising directly or indirectly from goods or products manufactured, sold, handled, distributed, altered, or repaired by an insured or by others trading under an insured's name, including any failure to warn, or any reliance upon a representation or warranty, after control of those goods or products has been relinquished by the insured.

#### **L. Retroactive Date**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses arising directly or indirectly from any “release” that first commenced prior to the Retroactive Date applicable to the particular “insured tank,” as set forth in the Declarations or otherwise endorsed onto this Policy.

#### **M. Vehicles**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses arising directly or indirectly from the ownership, use, operation, or maintenance of any automobile, aircraft, watercraft, tanker, or rolling stock. This exclusion does not apply to unintended spilling, leaking, discharging, or escaping of the contents of a storage tank on an automobile designed to transport those contents, if that unintended spilling, leaking, discharging, or escaping takes place during the transfer of those contents to an “insured tank.”

### **3. Our Right and Duty to Defend**

We have the right and duty to defend the insured against any “claim” seeking “loss” because of “bodily injury” or “property damage” to which this insurance applies, or in connection with the payment of “corrective action costs” to which this insurance applies, and to pay for the related reasonable and necessary “defense expense” as provided under Section III - Limits of Insurance. However, we have no duty to defend the insured against, nor to pay or reimburse any “defense expense” for, any “claim” seeking “loss,” or in connection with the payment of “corrective action costs” not covered by this Policy.

We may, at our sole discretion, investigate any “storage tank incident” and settle any “claim” for “loss” because of “bodily injury” or “property damage” or resolve any request for “corrective action costs” that may result.

Our duty to defend and to pay or reimburse for reasonable and necessary “defense expense” is limited as described in Section III - Limits of Insurance and ends at the earlier of the following times:

- a. When we have exhausted the applicable limit of insurance by our agreement to pay judgments or settlements, or to make payments or reimbursements for “corrective action costs” or
- b. When we have exhausted the Defense Expense Limit by our agreement to pay or reimburse for “defense expense.”

We have the right to designate legal counsel for the investigation, adjustment, and defense of any “claim” or in connection with the payment of “corrective action costs” to which this insurance applies. We may, where allowable by law, appoint one counsel to defend all insureds under this Policy on a joint defense basis.

### **4. Supplementary Payments**

We will pay, only with respect to any “claim” seeking “loss” because of “bodily injury” or “property damage” we investigate or defend:

- a. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- b. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- c. The reasonable and necessary costs and fees incurred by you (up to a maximum of \$2,500) for the hiring of a public relations firm to minimize potential harm to your business and to maintain and restore the public's confidence in your operations, including amounts for printing, advertising, and mailing of materials,

and travel expenses by employees of the public relations firm, but only if our investigation concludes that the applicable “storage tank incident.”

- (1) poses an imminent health risk to the public or will result in imminent property damage to any premises that is not “your location,” or otherwise owned, leased, or operated by an insured; and
- (2) will result in significant and material adverse publicity to you.

It is a condition precedent to coverage for any interest, costs, or fees outlined in Item 4. Supplementary Payments: (i) that such interest, costs and fees arise from a “storage tank incident” for which coverage is sought by you and afforded by us under Coverage A of this Policy; (ii) that the applicable “loss” exceeds the applicable Coverage A Deductible; and (iii) solely with regard to part c. above, that you have notified us of the applicable “storage tank incident” no later than forty-eight (48) hours after you became aware of it.

The amounts outlined in Item 4. Supplementary Payments will not reduce the Limits of Insurance as provided under Section III.

#### **5. Duties in the Event of a Storage Tank Incident or Claim**

**A.** You must see to it that we are notified, in writing, no later than seven (7) days after you become aware of any “storage tank incident” which may result in a “claim,” request for coverage under this Policy, demand, or any other proceeding to impose an obligation on the insured for damages because of “bodily injury” or “property damage” or for “corrective action costs.” This written notice should include:

- (1) How, when, and where the “storage tank incident” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury, damage or “release.”

Notice of a “storage tank incident” is not notice of a “claim” under Coverage A (Section I). Notice of an “storage tank incident” is not a report of an “storage tank incident” under Coverage B (Section I) unless such notice meets the reporting requirement provided in Paragraph (1) (b) under Coverage B (Section I).

**B.** If a “claim” is made against any insured, or if a request or demand is received from a “regulatory agency” requiring action by you, because of a “storage tank incident,” you must see to it that we receive written notice of such “claim” request or demand as soon as practicable.

**C.** In connection with a “storage tank incident,” you must:

- (1) Immediately send us copies of any requests, demands, notices, summonses, or legal papers received in connection with the “claim;”
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “claim,” request or demand at your expense; and
- (4) Assist us, upon our request, in the enforcement of any right against, or the prosecution of any effort to recover from, any person or organization which may be liable to the insured because of injury or damage to which this insurance may apply.

**D.** No costs, charges, “corrective action costs,” or any other expenses may be incurred, nor any payments made, obligations assumed, or remediation commenced, except at that insured's own cost, without our consent. This provision does not apply to “emergency response costs,” but only if you: (i) report, in writing, the applicable “storage tank incident” to us and solicit our assistance in responding to that “storage tank incident” no later than three (3) days after the applicable emergency first commences; (ii) immediately provide us, upon request, all information available to you related to that “storage tank incident” and those “emergency response costs,” including but not limited to: a description of the actions taken, reports, sampling results, correspondence, and invoices; and (iii) fully comply with terms of Section I, Paragraph 5. of this Policy.

We have no duty to pay any “emergency response costs,” incurred more than seven (7) days after the applicable emergency first commences unless those “emergency response costs,” are consented to by us prior to being incurred by you.

- E. Any “storage tank incident,” that begins during any one policy period and continues into a subsequent policy period will be considered a single “storage tank incident.” The associated “loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses, will be subject only to those Limits of Insurance as indicated in the policy in effect at the time that “storage tank incident” was first reported to us, in writing.
- F. No insured will admit liability or settle any “claim” without our consent. If we recommend a monetary settlement of a “claim” or in connection with “corrective action costs” acceptable to a claimant:
  - (1) for an amount within the Deductible and an insured refuses such settlement, we will not be liable for “Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses, in excess of the Deductible; or
  - (2) for a total amount in excess of the Deductible and within the applicable Limits of Insurance and an insured refuses such settlement, our liability for “Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses, shall be limited to that portion of the sum of: (a) the recommended settlement; and (b) the costs, charges and expenses already incurred as of the date of the insured's refusal, which exceeds the Deductible Amount and is within the Limit of Insurance.

#### **6. No Other Obligation or Liability**

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for in this Policy.

## **SECTION II - WHO IS AN INSURED**

- 1. If you are designated in the Declarations of this Policy as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. Any legally recognized organization other than a partnership, joint venture, or limited liability company, you are an insured. Your officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your “employees,” but only for acts within the scope of their employment with you or while performing duties related to the conduct of your business. However, none of your “employees” is an insured for:
    - (1) “Bodily injury:”
      - (a) To you, to them, or to any other employee or insured;
      - (b) To the spouse, child, parent, brother or sister of that “employee” or any insured as a consequence of Item (1) (a) above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Item (1)(a) or (b) above.
    - (2) “Property damage” to property:
      - (a) Owned, operated, or used by you, any of your “employees,” or any insured; or

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees,” or any insured.
- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy;
- c. any person or organization that is unrelated to another insured, but only if that person or organization is required to be an insured pursuant to a written contract that was signed by you prior to the applicable “storage tank incident” and then only to the extent that person or organization is liable because of your acts or omissions;
- d. any person or organization listed in an endorsement issued by us and made part of this Policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not listed as a First Named Insured in the Declarations of this Policy.

### **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**

#### **1. Limits of Insurance**

- A.** The Limits of Insurance set forth in the Declarations of this Policy and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Persons or organizations making a “claim;”
  - (3) “Claims” made;
  - (4) Requests or demands made by any “regulatory agency” seeking “corrective action costs” or requiring action by you; or
  - (5) “Storage tank incidents.”
- B.** Subject to the Policy Aggregate Limit of Liability, the most we will pay for all “loss” because of “bodily injury” or “property damage” arising from any one “storage tank incident” will be the lesser of the each Storage Tank Incident Limit set forth in the Declarations for Coverage A or the sum of all associated “loss” because of all “bodily injury” and all “property damage.”
- C.** Subject to the Policy Aggregate Limit of Liability, the most we will pay for all “corrective action costs” arising from any one “storage tank incident” will be the lesser of the each Storage Tank Incident Limit set forth in the Declarations for Coverage B or the sum of all associated “corrective action costs.”
- D.** Subject to the Policy Aggregate Limit of Liability, the most we will pay for all “defense expense” arising from any one “storage tank incident” will be the lesser of the each Storage Tank Incident Limit set forth in the Declarations for Coverage C or the sum of all associated “defense expense.” Each payment or reimbursement we make for “defense expense” reduces the Each Storage Tank Incident Limit set forth for Coverage C in the Declarations but will not reduce the other Limits of Insurance.
- E.** The Policy Aggregate Limit set forth in the Declarations is the most we will pay for the sum of all:
  - (1) “Loss” because of all “bodily injury” and “property damage;”
  - (2) “Corrective action costs;” and
  - (3) “Defense expense.”

#### **2. Deductible**

We will pay “loss,” “corrective action costs” and “defense expense” only in excess of the applicable Deductible, if any, set forth in this Policy and subject to the applicable remaining Limits of Insurance. Each payment we make for “loss,” “corrective action costs” or “defense expense” reduces both the applicable each Storage Tank Incident Limit and the Policy Aggregate Limit.

Each time there is a “storage tank incident,” a separate Deductible will apply to that “storage tank incident.” However, if the same “storage tank incident” results in coverage under more than one Insuring Agreement for which a limit is stated in the Declarations, only the single highest Deductible amongst such applicable coverages will apply to all applicable coverages for that particular “storage tank incident.”

If the sum of “loss” and “corrective action costs” is less than the applicable remaining Storage Tank Incident Limit, we will pay all of any deductible amount, if applicable, to effect settlement of any “claim.” Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the full deductible amount we paid.

## **SECTION IV - CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

### **2. 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 lawsuit asking for damages from an insured; or
- b. To sue us under this policy unless all its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for “loss” or for “corrective action costs” that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **3. Other Insurance**

Subject to Section III - Limits of Insurance and Deductible, where other insurance or a “tank fund” may be available to you for the payment of “loss,” “corrective action costs” or “defense expense,” you will, upon our request, provide us with copies of any such insurance policy(ies) or “tank fund” documents. If other valid and collectible insurance or a “tank fund” is available to you for the payment of “loss,” “corrective action costs” or “defense expense,” our obligations are limited as follows:

- a. Except has indicated in paragraph c. below, this insurance is primary, and our obligations are not affected unless any other valid and collectible insurance is also primary. If other valid and collectible insurance is also primary, we will share with all other such insurance in accordance with paragraph b. below.
- b. If all other valid and collectible insurance permits contribution by equal shares, we will also contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any other valid and collectible insurance does not allow contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.
- c. In the event that this Policy affords coverage, and any applicable “tank fund” is also available to provide funding for a “loss,” “corrective action costs” or “defense expense” because of a “storage tank incident,” then the coverage afforded under this Policy will be excess of the funding available pursuant to that “tank fund.” Our obligation to pay “loss,” “corrective action costs” and “defense expense,” will not begin until the “tank fund” has paid the full amount available under that “tank fund” for the applicable “storage tank incident” and you have satisfied the applicable Deductible.

### **4. Representations**

By accepting this Policy, you agree:

- a. The statements in the application and materials submitted to us are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Policy in reliance upon your representations.

## 5. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

- a. As if each insured were the only insured; and
- b. Separately to each insured against whom "claim" is made.

## 6. Policy Issued to Comply with Law or Regulation

When requested, we agree to furnish to the director of a "regulatory agency" a duplicate original of this Policy, including all issued endorsements.

## 7. Cancellation/Nonrenewal

This Policy may be cancelled by the First Named Insured as indicated in Item 1. of the Declarations by surrender thereof to us by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation will be effective. In the event of cancellation by the First Named Insured, the return premium will be computed on a pro-rata basis, subject to the applicable minimum earned premium. If a "claim" is made, a "storage tank incident" is reported to us, or coverage is otherwise afforded under this Policy, then the premium will be considered fully earned by us and you will not be entitled to a return premium upon cancellation.

This Policy may be cancelled by us by mailing, delivering, emailing, or faxing written notice to the First Named Insured at the address shown in the Declarations which states when, not less than sixty (60) days (ten (10) days for non-payment of premium) thereafter such cancellation will be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the "policy period." If we cancel, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by us for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an insured.

If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least thirty (30) days before the end of the "policy period."

## 8. Financial Responsibility and Reimbursement

If this Policy is issued to certify your compliance with the federal Environmental Protection Agency's, or any state law equivalent's, financial responsibility requirements imposed on you as an owner or operator of an "insured tank," we will comply with such financial responsibility requirements. You agree to reimburse us for any payment made by us on your behalf which we would not have been obligated to make under the terms of this Policy, but for the agreement contained in the first sentence of this condition.

## 9. Inspections and Surveys

- a. We have the right, but are not obligated, to:
  - (1) Make inspections and surveys at any time of any "insured tank" or "your location;"
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.

- c. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **10. Premiums**

The First Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premium we pay.

#### **11. Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

#### **12. Transfer of Duties When a Limit of Insurance Is Exhausted**

- a. If we believe that any of the applicable Limits of Insurance set forth in the Declarations has been or soon will be exhausted because of a "claim," or a request for "corrective action costs," or that we have paid out or will soon pay out the Policy Aggregate Limit set forth in the Declarations, we will so notify the First Named Insured, in writing, as soon as possible. We will advise you that our duty to defend any such pending "claim" has terminated, subject to payment of the limits, and that we will no longer handle the defense of any "claim" for which notice is given to us after the date we send such notice to you. We will take prompt and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the First Named Insured. We will take appropriate steps necessary to defend the "claim" during the transfer of the defense and avoid any unfavorable legal action if you cooperate in the transfer of the duties of the defense.
- b. Our failure to comply with any of the provisions of Section IV., Item 12, will in no way obligate us to defend or continue to defend any "claim" or to pay any "loss," "corrective action costs," "defense expense," other any other sum covered under this Policy, after exhaustion of an applicable Limit of Liability.

#### **13. Assignment**

This Policy shall be void as to the assignee or transferee, if assigned or transferred without our written consent.

#### **14. Subrogation**

If you have rights to recover, from another person or organization, all or any part of a payment we make under this Policy, you shall transfer those rights to us. You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing after a confirmed "storage tank incident" to prejudice such rights. Any monies recovered as a result of subrogation proceedings will accrue first to you to the extent of any payments made in excess of the Limits of Insurance, then to us to the extent of our payments made under this Policy, and then to you to the extent of your payment of the Deductible. Expenses incurred in such subrogation proceedings will be apportioned among you and us in the proportion that each interested party's share in the recovery bears to the total recovery.

### **SECTION V - EXTENDED REPORTING PERIODS**

#### **1. Automatic Extended Reporting Period**

If this Policy is non-renewed by you or us, you are entitled to a six (6) month Automatic Extended Reporting Period for no additional premium. The Automatic Extended Reporting Period will apply to:

- a. A "claim" first made against you during the "policy period" and reported to us, in writing, during the six (6) months immediately following the end of the "policy period," provided such "claim" is otherwise covered by this Policy.
- b. A "claim" first made against you and reported to the Company, in writing, during the six (6) months immediately following the end of the "policy period," provided such "claim" arises from a "storage tank

incident” reported to the Company, in writing, prior to the end of the “policy period,” and that is otherwise covered by this Policy.

The Automatic Extended Reporting Period does not apply where: (1) the policy is terminated for fraud or non-payment of premium; or (2) you have purchased other insurance to replace the insurance provided under this Policy. The Automatic Extended Reporting Period does not increase or reinstate the Limits of Insurance and does not extend the “policy period.”

## **2. Optional Extended Reporting Period**

The First Named Insured may purchase an Optional Extended Reporting Period upon non-renewal of the Policy by you or us, subject to the payment of an additional premium of not more than 100% of the full Policy Premium. The Optional Extended Reporting Period shall be effective for two (2) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the end of the “policy period.” The First Named Insured must notify us of its election to purchase this Optional Extended Reporting Period, in writing, no less than thirty (30) days prior to the end of the “policy period.” If an Optional Extended Reporting Period is purchased, the Automatic Extended Reporting Period will not apply.

The Optional Extended Reporting Period will only apply to each “claim” first made against an insured during the Optional Extended Reporting Period, but only by reason of a “storage tank incident” that is: (1) reported to us, in writing, during the “policy period;” and (2) and otherwise covered by this Policy.

The Optional Extended Reporting Period may not be purchased if: (1) the Policy is terminated for fraud or non-payment of premium; or (2) you have purchased other insurance to replace the insurance provided under this Policy. The Optional Extended Reporting Period does not increase or reinstate the Limits of Insurance and does not extend the “policy period.”

It is a condition precedent to the operation of the rights granted under Section V.2. that payment of the appropriate premium be made by you no later than thirty (30) days after expiration of the “policy period.”

For purposes of Section V. our quotation of different Limits of Insurance, Deductible Amounts, terms or conditions will not be construed as either a termination of, or a decision not to renew, this Policy.

## **SECTION VI - DEFINITIONS**

1. “Aboveground storage tank” means any enclosed container or vessel that has at least ninety percent (90%) of its volume above the surface of the ground, including any attached pumps, piping and equipment, if such tank is owned or operated by you and is listed in the Declarations or otherwise scheduled onto this Policy.
2. “Bodily injury” means:
  - a. Physical injury, sickness, or disease sustained by a person, including death resulting from any of these at any time;
  - b. Mental anguish, emotional distress, or shock sustained by a person; or
  - c. Court ordered medical monitoring of a person.
3. “Claim” means:
  - a. A written demand, notice, or assertion of a legal right alleging liability or responsibility against you, commenced in the “coverage territory,” because of a “storage tank incident” in which “loss” because of “bodily injury” or “property damage” is alleged against you, including:
    - (1) An arbitration proceeding in which that “loss” is claimed and to which you must submit or to which you submit with our consent; or
    - (2) Any other alternative dispute resolution proceeding in which that “loss” is claimed and to which the insured submits with our consent.
  - b. A civil proceeding or an administrative hearing commenced in the “coverage territory” in which payment of “corrective action costs” is sought.

4. "Corrective action costs" means reasonable and necessary expenses incurred by you in response to a confirmed "storage tank incident" for corrective action as specified in:
- 40 CFR Sections 280.60-280.67 promulgated by the federal Environmental Protection Agency (EPA), or other applicable federal laws and regulations;
  - any laws or regulations promulgated under any applicable state storage tank program; or
  - a written order or directive from a "regulatory agency."

"Corrective action costs" include "emergency response costs" and civil fines, penalties, or assessments, but only where insurable by applicable law.

5. "Coverage territory" means the United States of America (including its territories or possessions)
6. "Defense expense" means reasonable and necessary legal fees and expenses incurred in the defense of any "claim" or in association with the request for the payment of "corrective action costs" to which this insurance applies, including:
- Fees and salaries of attorneys and paralegals we retain.
  - All other litigation expenses.
  - Costs taxed against the insured by a court of competent jurisdiction.

"Defense expense" does not include salaries and expenses of your "employees" nor the fees and expenses of any supervisory or monitoring counsel engaged by you, unless otherwise required by applicable law.

7. "Emergency response costs" mean the reasonable and necessary expenses incurred by you in response to a confirmed "storage tank incident," where delay in responding to that "storage tank incident" would cause imminent injury to persons, imminent damage to the property of a person or organization that is not an insured, or increase significantly the costs of remediating the applicable "release."
8. "Employee" means any person that you pay to perform labor at your direction and includes any "leased worker." "Employee" does not include a "temporary worker."
9. "Insured tank" means any "aboveground storage tank" or any "underground storage tank" owned or operated by you and listed in the Declarations or in an Insured Tank Schedule made part of this Policy.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
11. "Loss" means a monetary award of compensatory damages enforceable by a court of competent jurisdiction or pursuant to a settlement, agreed to by us, in writing, because of "bodily injury" or "property damage" to which this insurance applies. "Loss" does not include any non-pecuniary or injunctive relief, the costs to repair, correct, or replace any work performed by or on your behalf, any of your overhead or profits, or any civil or criminal fines, penalties, or assessments.
12. "Natural resource damage" means the physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 *et. seq.*), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American tribe.
13. "Policy Period" means the period of time set forth in Item 2. of the Declarations unless this Policy is cancelled either by you or us as permitted by the terms of this Policy. Upon cancellation, the "policy period" ends at the effective date and time of the cancellation.
14. "Property damage" means:
- Physical injury to, or destruction of, the tangible property of a person or entity that is not an insured, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury or destruction that caused it;

- b. Loss of use of tangible property that is not physically injured or destroyed but has been withdrawn from use or rendered inaccessible because of a "storage tank incident." All such loss of use shall be deemed to occur at the time of the "storage tank incident" that caused it;
- c. diminution in value of the real property of a person or entity that is not an insured; or
- d. "natural resource damage."

"Property damage" does not include "corrective action costs." For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 15. "Regulatory agency" means the federal Environmental Protection Agency (EPA), or a state agency responsible for implementing an approved storage tank program that is solvent at the time of the applicable "claim" or request for "corrective action costs" is made. If no such state agency exists, or if it does not jurisdiction over the applicable "storage tank incident," "regulatory agency" means the applicable state agency charged with administering and implementing that state's environmental laws and regulations.
- 16. "Responsible person" means:
  - a. you;
  - b. if you are an organization, your officers, directors, members, or partners and your manager, foreman, or supervisor responsible for environmental or health and safety affairs, control or compliance; or
  - c. any manager of "your location."
- 17. "Release" means:
  - a. the unintended spilling, leaking, discharging, escaping, or leaching from an "insured tank" the contents of that "insured tank;" or
  - b. the unintended spilling, leaking, discharging, or escaping of the contents of a storage tank during the transfer of those contents from an automobile, designed to transport those contents, to an "insured tank,"into or upon the land, any structure on the land, the atmosphere, or any watercourse or body of water including groundwater.
- 18. "Storage tank incident" means a "release" from an "insured tank." The entirety of any one continuous or ongoing "release" resulting from the same cause and from the same "insured tank" will be deemed to be one "storage tank incident."
- 19. "Tank fund" means any state storage tank trust fund, state administered insurance program, restoration funding program or similar fund or program, or any self-insurance fund, available to the owner or operator of an "underground storage tank" or "aboveground storage tank" that has been established for the purpose of funding "loss" or "corrective action costs" arising from or related to any "storage tank incident."
- 20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 21. "Underground storage tank" means any enclosed container or vessel that has more than ten percent (10%) of its volume below the surface of the ground, including any attached pumps, piping and equipment, if such tank is owned or operated by you and is listed in the Declarations or otherwise scheduled onto this Policy. However, "underground storage tank" does not include any oil/water separators, storm-water collection systems, or any tank that is fully contained within a subterranean room of a "your location."
- 22. "Your location" means real property owned, leased, or operated by you that is listed in the Declarations and where you own or operate an "insured tank."



Administrative Offices  
 301 E. 4th Street  
 Cincinnati, Oh 45202  
 Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURED TANKS ADDED AFTER POLICY INCEPTION**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

In consideration of the indicated adjustment in premium, you agree to the following Policy change(s):

Additional Premium: \$

As of the Effective Date of this endorsement, Item 6. of the Declarations, Insured Tank(s) Schedule, is amended with the addition of the following:

**6. Insured Tank(s) Schedule:**

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

All other terms and conditions remain the same.



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301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 30 05 (Ed. 05 20)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**YOUR LOCATIONS**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

Each of the following locations is one of “your locations:”

All other terms and conditions remain the same.



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Cincinnati, Oh 45202  
Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., , forms a part of Policy No. STP

issued to By

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY PERIOD AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

In consideration of the indicated adjustment in premium, you agree to the following Policy change(s):

Additional Premium: \$

Item 2. of the Declarations, Policy Period, is deleted in its entirety and replaced with the following:

- 2. Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
(12:01 A.M. standard time at the mailing address shown in Item 1. above)

All other terms and conditions remain the same.



Administrative Offices  
 301 E. 4th Street  
 Cincinnati, Oh 45202  
 Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURED TANKS DELETED AFTER POLICY INCEPTION**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

In consideration of the indicated adjustment in premium, you agree to the following Policy change(s):

Return Premium: \$

As of the Effective Date of this endorsement, Item 6. of the Declarations, Insured Tank(s) Schedule, is amended with the deletion of the following:

**6. Insured Tank(s) Schedule:**

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

All other terms and conditions remain the same.



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ENDORSEMENT #

This endorsement, effective 12:01 a.m., , forms a part of Policy No. STP

issued to By

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURED TANK SCHEDULE AND RETROACTIVE DATES**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

Item 6. of the Declarations, Insured Tank(s) Schedule, is deleted in its entirety and replaced with the following:

**6. Insured Tank(s) Schedule:**

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

Location:

	UST/AST	Date Installed	Capacity (gal.)	Contents	Deductible	Retroactive Date
1						
2						
3						
4						
5						

All other terms and conditions remain the same.



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ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTENDED REPORTING PERIOD**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

In consideration of the indicated adjustment in premium, you agree to the following Policy change(s):

Additional Premium: \$ \_\_\_\_\_

Section V - EXTENDED REPORTING PERIODS is deleted in its entirety and replaced with the following:

**SECTION V - EXTENDED REPORTING PERIOD**

You have elected to purchase an Extended Reporting Period which is effective from [insert date] through [insert date].

This Extended Reporting Period will only apply to each “claim” first made against an insured during the Extended Reporting Period noted in the preceding paragraph, but only by reason of a “storage tank incident” that: (1) was reported to us, in writing, during the “policy period;” and (2) is otherwise covered by this Policy.

This Extended Reporting Period will not apply if: (1) the Policy is terminated for fraud or if you fail to pay the premium for the Extended Reported Period; or (2) you have purchased other insurance to replace the insurance provided under this Policy.

This Extended Reporting Period does not increase or reinstate the Limits of Insurance and does not extend the “policy period.”

All other terms and conditions remain the same.



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ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

Pursuant to the requirements of the federal Terrorism Risk Insurance Act, you have been provided notice that you may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a “certified act(s) of terrorism” and the premium charge for such coverage. After receiving such notice, you have elected to purchase this Policy with coverage for such “certified act(s) of terrorism.” Therefore, in consideration of your election and the payment of the associated premium, the Policy is changed as follows:

1. Section I. Part 2., Item H. War, is deleted in its entirety and replaced with the following:

**H. War**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses, however caused or incurred, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) Any act of foreign or domestic terrorism, except for any “certified act(s) of terrorism,” but subject to the “Cap on Certified Terrorism Losses.”

2. Section VI. DEFINITIONS is amended by the addition of the following:

“Certified act(s) of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended.

“Cap on Certified Terrorism Losses,” as established in the Terrorism Risk Insurance Act, means if the aggregate insured losses attributable to “Certified act(s) of terrorism” exceed \$100 billion in a calendar year and we have met our insurer deductible under the federal Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions remain the same.



Administrative Offices  
 301 E. 4<sup>th</sup> Street  
 Cincinnati, Oh 45202  
 Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MISSOURI AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

1. Section I. STORAGE TANK COVERAGE, Item 4. Supplementary Payments, is deleted in its entirety and replaced with the following:

**4. Supplementary Payments**

We will pay, only with respect to any “claim” seeking “loss” because of “bodily injury” or “property damage” we investigate or defend:

- a. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- b. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- c. The reasonable and necessary costs and fees incurred by you (up to a maximum of \$2,500) for the hiring of a public relations firm to minimize potential harm to your business and to maintain and restore the public’s confidence in your operations, including amounts for printing, advertising, and mailing of materials, and travel expenses by employees of the public relations firm, but only if our investigation concludes that the applicable “storage tank incident:”
  - (1) poses an imminent health risk to the public or will result in imminent property damage to any premises that is not “your location,” or otherwise owned, leased, or operated by an insured; and
  - (2) will result in significant and material adverse publicity to you.

It is a condition precedent to coverage for any interest, costs, or fees outlined in Item 4. Supplementary Payments: (i) that such interest, costs and fees arise from a “storage tank incident” for which coverage is sought by you and afforded by us under Coverage A of this Policy; (ii) that the applicable “loss” exceeds the applicable Coverage A Deductible; and (iii) solely with regard to part c. above, that you have notified us of the applicable “storage tank incident” no later than forty-eight (48) hours after you became aware of it. However, no claim will be denied based upon the insured’s failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020.

The amounts outlined in Item 4. Supplementary Payments will not reduce the Limits of Insurance as provided under Section III.

2. Section I. STORAGE TANK COVERAGE, Item 5. Duties in the Event of a Storage Tank Incident or Claim, Subsection A, is deleted in its entirety and replaced with the following:

**5. Duties in the Event of a Storage Tank Incident or Claim**

- A. You must see to it that we are notified, in writing, no later than seven (7) days after you become aware of any “storage tank incident” which may result in a “claim,” request for coverage under this Policy, demand, or any other



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STP 38 45 (Ed. 02 21)

proceeding to impose an obligation on the insured for damages because of "bodily injury" or "property damage" or for "corrective action costs." However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020. This written notice should include:

- (1) How, when, and where the "storage tank incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury, damage or "release."

Notice of a "storage tank incident" is not notice of a "claim" under Coverage A (Section I). Notice of an "storage tank incident" is not a report of an "storage tank incident" under Coverage B (Section I) unless such notice meets the reporting requirement provided in Paragraph (1) (b) under Coverage B (Section I).

3. Section IV. CONDITIONS, Item 7 Cancellation/Nonrenewal, is deleted in its entirety and replaced with the following:

#### **7. Cancellation/Nonrenewal**

This Policy may be cancelled by the First Named Insured as indicated in Item 1. of the Declarations by surrender thereof to us by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation will be effective. In the event of cancellation by the First Named Insured, the return premium will be computed on a pro-rata basis, subject to the applicable minimum earned premium. If a "claim" is made, a "storage tank incident" is reported to us, or coverage is otherwise afforded under this Policy, then the premium will be considered fully earned by us and you will not be entitled to a return premium upon cancellation.

This Policy may be cancelled by us by mailing, delivering, emailing, or faxing written notice to the First Named Insured at the address shown in the Declarations which states when, not less than sixty (60) days (ten (10) days for non-payment of premium) thereafter such cancellation will be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the "policy period." If we cancel, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by us for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an insured.

If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least sixty (60) days before the end of the "policy period." Such notice will state the reason for non-renewal.



Administrative Offices  
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Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP  
issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM COVERAGE**

This endorsement modifies insurance provided under the following:

**STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS**

Pursuant to the requirements of the federal Terrorism Risk Insurance Act, you have been provided notice that the you may elect to purchase coverage for loss covered under this policy arising directly or indirectly as a result of a “certified act(s) of terrorism” and the premium charge for such coverage. After receiving such notice, the you have elected not to purchase coverage for “certified act(s) of terrorism” and have agreed to the following Policy changes:

1. Section I. Part 2., Item H. War, is deleted in its entirety and replaced with the following:

**H. War**

“Loss” because of “bodily injury” or “property damage” and related “defense expense,” “corrective action costs” and related “defense expense,” or any other expenses, however caused or incurred, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) Any act of foreign or domestic terrorism, including any “certified act(s) of terrorism.”

2. Section VI. DEFINITIONS is amended by the addition of the following:

“Certified act(s) of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended .

All other terms and conditions remain the same.



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Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 31 10 (Ed. 05 20)



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 32 05 (Ed. 05 20)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

Pursuant to SECTION II, Item 2, Part d., each of the following persons or organizations is an insured:

All other terms and conditions remain the same.



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

STP 32 10 (Ed. 05 20)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP  
issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

Pursuant to SECTION II, Item 2, Part d., each of the following persons or organizations is an insured, solely to the extent it is liable because of "storage tank incident" at your location." Coverage will only be afforded for such identified person or organization if it is named in a lawsuit, petition or regulatory action as a co-defendant with you alleging that it is liable as a result of storage tank incident" at your location:"

All other terms and conditions remain the same.



Administrative Offices  
301 E. 4th Street  
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ENDORSEMENT #

This endorsement, effective 12:01 a.m., , forms a part of Policy No. STP

issued to By

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

In consideration of the indicated return in premium, you agree to the following Policy change(s):

Return Premium: \$

The below-referenced Policy is cancelled as of the Effective Date indicated below. There is no coverage under this Policy on or after the Effective Date.

	Policy No.	Effective Date

All other terms and conditions remain the same.



Administrative Offices  
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Cincinnati, Oh 45202  
Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP

issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MISSOURI AMENDATORY ENDORSEMENT WITH CANCELLATION  
NOTICE TO A THIRD PARTY**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

Section IV. CONDITIONS, Item 7. Cancellation/Nonrenewal, is deleted in its entirety and replaced with the following:

**7. Cancellation/Nonrenewal**

This Policy may be cancelled by the First Named Insured as indicated in Item 1. of the Declarations by surrender thereof to us by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation will be effective. In the event of cancellation by the First Named Insured, the return premium will be computed on a pro-rata basis, subject to the applicable minimum earned premium. If a "claim" is made, a "storage tank incident" is reported to us, or coverage is otherwise afforded under this Policy, then the premium will be considered fully earned by us and you will not be entitled to a return premium upon cancellation.

This Policy may be cancelled by us by mailing, delivering, emailing, or faxing written notice to the First Named Insured at the address shown in the Declarations which states when, not less than sixty (60) days (ten (10) days for non-payment of premium) thereafter such cancellation will be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the "policy period." If we cancel, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by us for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an insured.

If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least sixty (60) days before the end of the "policy period." Such notice will state the reason for non-renewal.

We will also send a copy of any cancellation notice issued by us to each entity listed below, via certified first-class mail, no less than thirty (30) days prior to the effective date of cancellation, at the address shown. Failure of any entity listed below to receive a copy of such notice of cancellation will not affect our right to cancel the Policy. Nothing in this Condition 7. will be construed, is intended to, nor shall actually confer upon any entity listed below any legal or equitable right, benefit, or remedy of any nature whatsoever.

Entity(ies): \_\_\_\_\_ Mailing Address: \_\_\_\_\_

All other terms and conditions remain the same.



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Oh 45202  
Tel: 1-513-369-5000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., \_\_\_\_\_, forms a part of Policy No. STP  
issued to \_\_\_\_\_ By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION AMENDATORY ENDORSEMENT – NOTICE TO LISTED ENTITY**

This endorsement modifies insurance provided under the following:

STORAGE TANK LIABILITY POLICY – DESIGNATED TANKS

You agree to the following Policy change(s):

SECTION IV, Item 7. Cancellation/Nonrenewal, is deleted in its entirety and replaced with the following:

**7. Cancellation/Nonrenewal**

This Policy may be cancelled by the First Named Insured as indicated in Item 1. of the Declarations by surrender thereof to us by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation will be effective. In the event of cancellation by the First Named Insured, the return premium will be computed on a pro-rata basis, subject to the applicable minimum earned premium. If a “claim” is made, a “storage tank incident” is reported to us, or coverage is otherwise afforded under this Policy, then the premium will be considered fully earned by us and you will not entitled to a return premium upon cancellation.

This Policy may be cancelled by us by mailing, delivering, emailing, or faxing written notice to the First Named Insured at the address shown in the Declarations which states when, not less than sixty (60) days (ten (10) days for non-payment of premium) thereafter such cancellation will be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the “policy period.” If we cancel, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by us for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an insured.

If we decide not to renew this Policy, we will send written notice of nonrenewal to the First Named Insured at the address shown in the Declarations at least thirty (30) days before the end of the “policy period.”

We will send a copy of any such notice issued by us to each entity listed below, no less than thirty (30) days [ten (10) days for non-payment of premium] prior to the effective date of cancellation, at the address shown. Failure of any entity listed below to receive a copy of such notice of cancellation will not affect our right to cancel the Policy. Nothing in this Condition 7. will be construed, is intended to, nor shall actually confer upon any entity listed below any legal or equitable right, benefit, or remedy of any nature whatsoever.

Entity(ies):                      Mailing Address:

All other terms and conditions remain the same.



Main Office  
 397 Eagleview Blvd.  
 Suite 100  
 Exton, PA 19341

## Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined therein. Generally, the term “act of terrorism” means any act that is certified by the U.S. Secretary of Treasury, in concurrence with the U.S. Secretary of Homeland Security and the U.S. Attorney General, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Where coverage is afforded for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Your policy may contain other exclusions which might affect your coverage.

### A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the in the policy Declarations.

### B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Based on the most recent renewal of TRIA, the federal share percentage is set at **80%**.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the company has met its insurer deductible under the Terrorism Risk Insurance Act, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase terrorism coverage for the prospective premium as indicated on the insurance proposal.
- I hereby decline to purchase terrorism coverage for CERTIFIED ACT(S) OF TERRORISM. I understand that I will have no coverage for losses resulting from CERTIFIED ACT(S) OF TERRORISM.

**Applicant's/Responsible Person's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
11	REVIEWED 02/02/2021	POLICY CANCELLATION ENDORSEMENT	STP 34 05	(Ed. 05 20)	END	New			STP3405_05-20 - Policy Cancellation Endorsement.pdf
12	REVIEWED 02/02/2021	MISSOURI AMENDATORY ENDORSEMENT WITH CANCELLATION NOTICE TO A THIRD PARTY	STP 38 46	(Ed. 02 21)	END	New			STP3846_02-21 - Missouri Amendatory Endorsement with Cancellation Notice to 3P.pdf
13	REVIEWED 02/02/2021	Policyholder Disclosure Notice of Terrorism Insurance Coverage	F.35054D	(Ed. 05/20)	DSC	New			F35054D (05-20) ENV-Terrorism.pdf
14	REVIEWED 02/02/2021	YOUR LOCATIONS ADDED AFTER POLICY INCEPTION	STP 30 06	(Ed. 08 20)	END	New			STP3006_08-20 - Your Locations Added after Policy Inception.pdf
15	REVIEWED 02/02/2021	INSURED TANKS ADDED AFTER POLICY INCEPTION	STP 30 22	(Ed. 08 20)	END	New			STP3022_08-20 - Insured Tanks Added after Policy Inception (1).pdf
16	REVIEWED 02/02/2021	INSURED TANKS DELETED AFTER POLICY INCEPTION	STP 30 23	(Ed. 08 20)	END	New			STP3023_08-20 - Insured Tanks Deleted after Policy Inception (1).pdf
17	REVIEWED 02/02/2021	EXTENDED REPORTING PERIOD	STP 35 05	(Ed. 09 20)	END	New			STP3505_09-20 - Purchased Extended Reporting Period.pdf
18	REVIEWED 02/02/2021	MISSOURI AMENDATORY ENDORSEMENT	STP 38 45	(Ed. 02 21)	END	New			STP3845_02-21 - Missouri Amendatory Endorsement.pdf

## Form Type Legend:

SERFF Tracking #:

GACX-132517252

State Tracking #:

88

Company Tracking #:

25-2020 - 20134

**State:**

Missouri

**Filing Company:**

Great American Insurance Company

**TOI/Sub-TOI:**

17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

**Product Name:**

20134 - Storage Tank Liability

**Project Name/Number:**

20134 - Storage Tank Liability/25-2020 - 20134

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

SERFF Tracking #:

GACX-132517252

State Tracking #:

88

Company Tracking #:

25-2020 - 20134

State: Missouri

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

Product Name: 20134 - Storage Tank Liability

Project Name/Number: 20134 - Storage Tank Liability/25-2020 - 20134

### Rate Information

Rate data applies to filing.

Filing Method: Use and File

Rate Change Type: Neutral

Overall Percentage of Last Rate Revision: 0.000%

Effective Date of Last Rate Revision:

Filing Method of Last Filing: N/A - New Program

SERFF Tracking Number of Last Filing: N/A - New Program

### Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Great American Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

**SERFF Tracking #:**

GACX-132517252

**State Tracking #:**

88

**Company Tracking #:**

25-2020 - 20134

**State:**

Missouri

**Filing Company:**

Great American Insurance Company

**TOI/Sub-TOI:**

17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability

**Product Name:**

20134 - Storage Tank Liability

**Project Name/Number:**

20134 - Storage Tank Liability/25-2020 - 20134

## Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1	REVIEWED 02/02/2021	Storage Tank Policy Designated Tanks General Rating Manual Rules	STP Rates -CW	New		STP Program rate pages.pdf
2	REVIEWED 02/02/2021	STORAGE TANK POLICY DESIGNATED TANKS MANUAL	STP—CW	New		STORAGE TANK POLICY DESIGNATED TANKS MANUAL.pdf

## Storage Tank Policy – Designated Tanks

### General Rating Manual Rules

- I. **Applicability** – The rules given below apply to the Great American Insurance Group’s Storage Tank Policy – Designated Tanks. Coverage is provided on a claims-made basis to owners or operators of storage tanks for both third party liability and corrective action costs arising from a storage tank incident.
- II. **Territory** – The coverage territory is defined as the United States of America (including its territories or possessions).
- III. **Base Rates** – Base rates apply according to the age, construction, capacity and contents of underground storage tanks (USTs) and aboveground storage tanks (ASTs). Rates are presented on the attached rate sheets. The base rates contemplate a \$1,000,000 limit for each Storage Tank Incident Limit; \$1,000,000 for Coverage Aggregate Limit; and, a \$1,000,000 Policy Aggregate Limit of Liability.
- IV. **Increased Limit Factors** – Factors for limit options other than the base rates are presented on the attached rate sheets. The minimum limit allowed is \$500,000 Each Storage Tank Incident Limit and \$500,000 Coverage Aggregate Limit. The maximum limit allowed is \$10,000,000 Each Storage Tank Incident Limit and \$10,000,000 Coverage Aggregate Limit.
- V. **Defense Expense Factor** – Separate defense expense limits may be purchased. If selected, defense expense limits will match 100% of the Coverage B. Coverage Aggregate Limit up to a maximum of \$2,500,000. If separate defense expense is selected, the Policy Aggregate Limit of Liability be increased by the same amount.
- VI. **Deductible Credits** – The base rates contemplate a \$5,000 deductible. Credits for other deductible options are presented on the attached rate sheets. The available deductibles range from \$2,500 to \$100,000.
- VII. **Term** – Policies may be issued for a term up to eighteen (18) months. The base rates contemplate a twelve-month term. Extensions of coverage may be granted up to but not exceeding six (6) months. Premium for policies with a term other than twelve (12) months will be calculated pro-rata.
- VIII. **Minimum Premium** – The minimum annual premium for Storage Tank Policy is \$225.
- IX. **Basis of Premium** – The base rates apply per each storage tank.
- X. **Specific Debits/Credits** – Debit and credit factors are presented on the attached rate sheets.
- XI. **Extended Reporting Period** – The policy specifies the terms and conditions of the Extended Reporting Period (ERP) coverage that can be purchased at the option of the insured at the end of the policy term. By purchasing ERP, the insured is obtaining coverage for claims arising from storage tank incidents reported during the ERP that commence after the retroactive date and before the policy expiration

- date. The standard ERP option is for two (2) years. The additional premium applied to the ERP will not exceed 100% of the full policy premium.
- XII. Additional Insured – Additional Insureds can be added to the policy for an additional premium as specified below.
  - XIII. Additional Named Insured – Additional Named Insureds can be added to the policy for an additional premium as specified below.
  - XIV. Rounding – Premiums will be rounded to the nearest dollar.
  - XV. Policy Cancellation – If the policy is cancelled by the insured, return premium will be calculated in accordance with the customary short rate table and procedure. If the policy is cancelled by Great American Insurance Group, return premium will be calculated pro-rata. If a claim has been made, a storage tank incident reported or coverage has otherwise been afforded under the policy, then the policy premium will be considered fully earned with no return premium upon cancellation.
  - XVI. Retroactive Date – Any claim made during the policy period will not be covered if the loss or storage tank incident occurred prior to the retroactive date.

Because of the unique and increased exposures associated with underground storage tanks when compared to aboveground storage tanks, separate rating systems will apply for ASTs and USTs. The rates submitted with this filing are a function of previously approved rates for storage tank programs submitted by ACE American Insurance Company, Zurich American Insurance Company and Mid-Continent Casualty Company. The rates submitted are also a function of Company experience.

## AST AND UST LIMIT, DEDUCTIBLE AND MULTIPLE TANK FACTORS

### Limit Factors

Limit	Factor
\$0.5mm/\$0.5mm	0.600
\$0.5mm/\$1mm	0.750
\$1mm/\$1mm	1.000
\$1mm/\$2mm	1.090
\$2mm/\$2mm	1.360
\$2mm/\$4mm	1.520
\$3mm/\$3mm	1.640
\$4mm/\$4mm	1.870
\$5mm/\$5mm	2.070
\$10mm/\$10mm	2.600

### Deductible Factors

Deductible	Factor
\$2,500	1.075
\$5,000	1.000
\$10,000	0.900
\$15,000	0.934
\$20,000	0.966
\$25,000	0.851
\$50,000	0.698
\$75,000	0.613
\$100,000	0.574

### Multiple Tank Factors

Number of Tanks	Factor
1 – 10	1.000
11 – 25	0.900
26 – 50	0.800
51 – 100	0.750
101 - 200	0.700

## AST SPECIFIC RATES

### Base Rate - \$300

Only Coverage A and Coverage B are considered in the base rates.

### Tank Capacity Factors AST

Capacity	Factor
1 – 1,000 gallons	0.90
1,001 – 5,000 gallons	1.00
5,001 – 10,000 gallons	1.25
10,001 – 20,000 gallons	1.50
20,001 – 50,000 gallons	1.75

### Age Factors AST

Age	Factor
0 – 10 years	0.90
11 – 20 years	1.00
21 – 25 years	1.20
26 – 30 years	1.35
31 – 35 years	1.50
36 – 40 years	1.75

### Contents Factors AST

Contents	Factor
Gasoline	1.00
Fuel Oil	0.95
Heating Oil	0.95
Diesel Fuel	0.95
Waste Oil	0.95
Lubrication Oil	0.90
Aviation Fuel	1.00
Kerosene	0.95
Ethanol	1.00
Fertilizer	0.90
Pesticide/Herbicide	1.30
Propane	0.70
Liquid Natural Gas	0.80

AST Leak Detection	Factor
Yes	0.90

No	1.00
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<b>AST Secondary Containment</b>	<b>Factor</b>
Yes	1.00
No	1.10

<b>Additional Defense (Coverage C)</b>	<b>Factor</b>
No	1.00
Yes	1.05

Charge for Additional Insured and Additional Named Insured - \$25 per insured. Additional Insured and Additional Named Insured coverage will be limited to tank owners and operators as well as location landlord and entities related to any of these groups.

## UST SPECIFIC RATES

### Base Rate - \$750

Only Coverage A and Coverage B are considered in the base rates.

### Tank Capacity Factors UST

Capacity	Factor
1 – 1,000 gallons	0.90
1,001 – 5,000 gallons	1.00
5,001 – 10,000 gallons	1.25
10,001 – 20,000 gallons	1.50
20,001 – 30,000 gallons	2.00

### Age Factors UST

Age	Factor
0 – 10 years	1.00
11 – 15 years	1.25
16 - 20 years	1.50
21 – 25 years	1.75
26 – 30 years	2.50
31 – 35 years	4.00

### Construction Factors UST

Construction	Factor
Single-walled Fiberglass (SWF)	1.15
Double-walled Fiberglass (DWF)	1.00
Single-walled Steel with cathodic protection (SWSC)	1.15
Single-walled steel no cathodic protection (SWS)	1.50
Steel with Fiberglass Reinforced Plastic (FRP) Containment	0.90
Double-walled Steel (DWS)	0.80

### Contents Factors UST

Contents	Factor
Gasoline	1.00
Diesel Fuel	0.95
Fuel Oil	0.95
Heating Oil	0.95

Waste Oil	0.95
Lubrication Oil	0.90
Aviation Fuel	1.00
Kerosene	0.95
Propane	0.70
Liquid Natural Gas	0.80

<b>UST Leak Detection</b>	<b>Factor</b>
Continuous In-Tank Leak Detection	0.80
Interstitial Monitoring	0.85
Automatic Tank gauging	0.90
Statistical Inventory Reconciliation	1.00
Manual Tank Gauging	1.15
Vapor Monitoring	1.05
Groundwater Monitoring	1.05

<b>UST Line Leak Detection</b>	<b>Factor</b>
Yes	0.90
No	1.00

<b>Additional Defense (Coverage C)</b>	<b>Factor</b>
No	1.00
Yes	1.05

## RATING FORMULAS

The following formulas will be used to calculate total policy premium.

### **AST Rating Formula**

$[\text{Base Rate} + (\text{Rating Adjustments})] \times [(\text{Deductible Factor}) \times (\text{Increased Limit Factor})] = \text{Individual Tank Premium}$

Rating Adjustments = (Tank Capacity Factor x Tank Age Factor x Contents Factor x Secondary Containment Factor)

### **UST Rating Formula**

$[\text{Base Rate} + (\text{Rating Adjustments})] \times [(\text{Deductible Factor}) \times (\text{Increased Limit Factor})] = \text{Individual Tank Premium}$

Rating Adjustments = (Tank Capacity Factor x Tank Age Factor x Construction Factor x Contents Factor x Leak Detection Factor x Line Leak Detection Factor)

### **Additional Premiums**

Additional Premium will apply for Additional Defense as noted above. Additional defense factor will apply to total tank premium for Coverage A and B.

Additional Premium will apply for Additional Insureds and Additional Named Insureds at a rate of \$25 per insured. This is a flat fee per insured that will not be adjusted by limit or deductible factors.

### **Terrorism Coverage Premium**

Pursuant to the federal Terrorism Risk Insurance Act, the insured will be required to complete a Policyholder Disclosure Notice of Terrorism Insurance Coverage form in order to determine if the insured wants to purchase or decline terrorism coverage. Additional Premium will apply if terrorism coverage is to be purchased by the insured. Terrorism premium will equal 2.5% of tank premiums and other additional premiums that may apply.

### **Total Policy Premium**

$[(\text{Total Individual AST Premiums} + \text{Total Individual UST Premiums}) \times \text{multi-tank factor}] + \text{Additional Premiums} + \text{Terrorism Premium} = \text{Total Policy Premium}$

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**YOUR LOCATIONS**

Endorsement STP 30 05 (Ed. 05 20) Your Locations provides a listing of the locations where the insured owns or operates an “insured tank”. This endorsement is available for use within our Environmental Division.

There is no premium charge associated with the use of this endorsement.

GREAT AMERICAN INSURANCE COMPANY

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**POLICY PERIOD AMENDATORY ENDORSEMENT**

Endorsement STP 30 15 (Ed. 05 20) Policy Period Amendatory Endorsement is an optional endorsement that allows the policy period to be extended or reduced. This is an endorsement that may be issued mid-term. This endorsement is available for use within our Environmental Division.

Additional premium will be charged on a prorated basis for a policy period extension. Return premium will also be calculated on a prorated basis for any term reductions.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**INSURED TANK SCHEDULE AND RETROACTIVE DATE**

Endorsement STP 30 20 (Ed. 05 20) Insured Tank Schedule and Retroactive Date provides a listing of the insured tanks. Insured tanks are specified by type of tank (aboveground or underground) as well as installation date, capacity and tank contents. This endorsement also specifies the deductible applicable to each storage tank as well as the applicable retroactive date. This endorsement is available for use within our Environmental Division.

There is no premium charge directly associated with the use of this endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**TERRORISM COVERAGE ENDORSEMENT**

Endorsement STP 31 05 (Ed. 05 20) Terrorism Coverage Endorsement is an optional endorsement that confirms the insured has elected to purchase terrorism coverage pursuant to the federal Terrorism Risk Insurance Act. This endorsement is available for use within our Environmental Division.

Additional premium for terrorism coverage will equal 2.5% of total tank premiums and other additional premiums as specified under the Rating Formulas submitted with this package.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**EXCLUSION OF TERRORISM COVERAGE**

Endorsement STP 31 10 (Ed. 05 20) Exclusion of Terrorism Coverage is an optional endorsement that confirms the insured has declined to purchase terrorism coverage pursuant to the federal Terrorism Risk Insurance Act. This endorsement is available for use within our Environmental Division.

There is no premium charge associated with the use of this endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**ADDITIONAL NAMED INSURED ENDORSEMENT**

Endorsement STP 32 05 (Ed. 05 20) Additional Named Insured Endorsement is an optional endorsement that provides a list of specific persons or entities that are to be Insureds under the Policy as specified under SECTION II – WHO IS AN INSURED, Item 2, Part d. The Additional Named Insured's to be listed on this endorsement will be limited to tank owners, tank operators, landlords and entities related to these groups.

The premium charge for this endorsement is equal to \$25.00 for each entity listed on the endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**ADDITIONAL INSURED ENDORSEMENT**

Endorsement STP 32 10 (Ed. 05 20) Additional Insured Endorsement is an optional endorsement that provides a list of specific persons or entities that are to be Insureds under the Policy as specified under SECTION II – WHO IS AN INSURED, Item 2, Part d. Coverage for Insured's listed on this endorsement is limited as noted on the attached specimen endorsement. The Insured's to be listed on this endorsement will be limited to tank owners, tank operators, landlords and entities related to these groups.

The premium charge for this endorsement is equal to \$25.00 for each entity listed on the endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**POLICY CANCELLATION ENDORSEMENT**

Endorsement STP 34 05 (Ed. 05 20) Policy Cancellation Endorsement will be issued to cancel the Policy pursuant to SECTION IV – CONDITIONS, Item 7. upon cancellation of the Policy by the First Named Insured or the Company.

In the event of cancellation by the First Named Insured, the return premium will be computed on a pro-rata basis, subject to the applicable minimum earned premium. If a claim is made, a storage tank incident is reported or coverage is otherwise afforded under the Policy, the no return premium will apply.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**CANCELLATION CONDITION AMENDATORY ENDORSEMENT**

Endorsement STP 34 10 (Ed. 05 20) Cancellation Condition Amendatory Endorsement is an optional endorsement that lists specific entities that are to be notified of Policy cancellation along with corresponding addresses.

There is no premium charge associated with the use of this endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**YOUR LOCATIONS ADDED AFTER POLICY INCEPTION**

Endorsement STP 30 06 (Ed. 08 20) Your Locations Added After Policy Inception is an optional mid-term endorsement that allows additional locations where the insured owns or operates an “insured tank” to be added to the policy after policy inception. This endorsement is available for use within our Environmental Division.

There is no premium charge associated with the use of this endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**YOUR LOCATIONS DELETED AFTER POLICY INCEPTION**

Endorsement STP 30 07 (Ed. 08 20) Your Locations Deleted After Policy Inception is an optional mid-term endorsement that allows specified locations to be removed from the policy after policy inception. This endorsement is available for use within our Environmental Division.

There is no premium charge associated with the use of this endorsement.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**INSURED TANKS ADDED AFTER POLICY INCEPTION**

Endorsement STP 30 22 (Ed. 08 20) Insured Tanks Added After Policy Inception is an optional mid-term endorsement that allows additional “insured tank” to be added to the policy after policy inception. This endorsement is available for use within our Environmental Division.

The premium charge associated with the use of this endorsement will be calculated using the factors specified in the General Rating Manual Rules. Additional premiums be prorated. Minimum premiums will apply.

**STORAGE TANK POLICY DESIGNATED TANKS MANUAL**

**ENVIRONMENTAL DIVISION**

**INSURED TANKS DELETED AFTER POLICY INCEPTION**

Endorsement STP 30 23 (Ed. 08 20) Insured Tanks Deleted After Policy Inception is an optional mid-term endorsement that allows “insured tank” to be removed from the policy after policy inception. This endorsement is available for use within our Environmental Division.

The premium charge associated with the use of this endorsement will be calculated using the factors specified in the General Rating Manual Rules. Return premiums be prorated.

**State:** Missouri **Filing Company:** Great American Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability  
**Product Name:** 20134 - Storage Tank Liability  
**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Filing Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	STP Filing Memo.pdf
<b>Item Status:</b>	REVIEWED
<b>Status Date:</b>	02/02/2021
<b>Bypassed - Item:</b>	Exhibit A, B, & C (20 CSR 500-4.200)
<b>Bypass Reason:</b>	n/a
<b>Attachment(s):</b>	
<b>Item Status:</b>	REVIEWED
<b>Status Date:</b>	02/02/2021
<b>Satisfied - Item:</b>	Actuarial Justification
<b>Comments:</b>	
<b>Attachment(s):</b>	STP Rate - Actuarial Memorandum.pdf
<b>Item Status:</b>	REVIEWED
<b>Status Date:</b>	02/02/2021

Great American Insurance Group (Great American) is pleased to submit this form and rate filing package for our Storage Tank Policy – Designated Tanks (“STP”). We are submitting this filing in order to offer STP on an admitted basis in your state under Great American Insurance Company. This is a new insurance product for Great American that will be underwritten and issued solely through the Great American Environmental Division. Enclosed you will find our policy form along with the declarations page; endorsements that may be used to amend coverage; and, the rules and rate summaries.

## **STORAGE TANK POLICY DESIGNATED TANKS FORM AND DECLARATIONS**

STP consists of three insuring agreements.

### **Coverage A – Third Party Bodily Injury and Property Damage Liability**

This insuring agreement provides claims-made coverage for third party bodily injury and property damage arising from a release of the contents from scheduled aboveground storage tanks and underground storage tanks.

### **Coverage B – Corrective Action Costs**

This insuring agreement provides incident-reported coverage for corrective action costs arising from a release of the contents from scheduled aboveground storage tanks and underground storage tanks. The incident-reported structure allows the insured to trigger the policy upon the insured’s discovery of a storage tank incident.

### **Coverage C – Defense Expense**

This insuring agreement provides coverage for defense expense arising from a claim for third party bodily injury and property damage. This also provides coverage for defense expense because of corrective action costs. Payments made for defense expense under Coverage C will not reduce the limits available under Coverage A or Coverage B. If the insured elects to purchase defense expense, the limits purchased will equal 100% of the Coverage B. Each Storage Tanks Incident Limit and Coverage Aggregate Limit, respectively, up to a maximum of \$2,500,000. The Policy Aggregate Limit of Liability will also be increased by an amount equal to the Coverage C Coverage Aggregate Limit.

### **Summary**

STP can be used to satisfy federal and state storage tank financial responsibility requirements for tank owners and operators. Target markets for STP include gasoline service stations, trucking and distribution facilities, bulk fertilizer and agricultural chemical distributors, and similar facilities that use aboveground and underground storage tanks. STP is designed to cover a single tank at a single location or a variety of aboveground storage tanks and underground storage tanks at multiple locations.

STP is not a unique insurance product. Similar insurance policies are currently available in the United States on both an admitted and non-admitted basis from several insurance companies. Rates and rules submitted as part of this package are generally consistent with similar admitted policies.

## COMPANY ENDORSEMENTS

The following endorsements will be included on all policies:

**STP 30 05 (Ed. 05 20) Your Locations** – this endorsement is used to identify the locations the insured owns or operates Insured Tanks.

**STP 30 20 (Ed. 05 20) Insured Tank Schedule and Retroactive Date** – this endorsement is used to identify Insured Tanks along with the corresponding retroactive dates and deductibles.

The following optional endorsements are available:

**STP 30 06 (Ed. 08 20) Your Locations Added After Policy Inception** – this is an optional mid-term endorsement used to add Your Locations.

**STP 30 07 (Ed. 08 20) Your Locations Deleted After Policy Inception** – this is an optional mid-term endorsement used to delete Your Locations.

**STP 30 22 (Ed. 08 20) Insured Tanks Added After Policy Inception** – this is an optional mid-term endorsement used to add Insured Tanks.

**STP 30 23 (Ed. 08 20) Insured Tanks Deleted After Policy Inception** – this is an option mid-term endorsement used to delete Insured Tanks.

**STP 30 15 (Ed. 05 20) Policy Period Amendatory Endorsement** – this endorsement is used when the policy period needs to be extended.

**STP 31 05 (Ed. 05 20) Terrorism Coverage Endorsement** – this endorsement will be used if the insured elects to purchase terrorism coverage under the federal Terrorism Risk Insurance Act.

**STP 31 10 (Ed. 05 20) Exclusion of Terrorism Coverage** – this endorsement will be used if the insured elects not to purchase terrorism coverage under the federal Terrorism Risk Insurance Act.

**STP 32 05 (Ed. 05 20) Additional Named Insured Endorsement** – This endorsement is used to list specific persons or entities that are to be Insureds under the Policy as specified under Section II – Who is an Insured, Item 2, Part d. The Additional Named Insured's to be listed on this endorsement will be limited to tank owners, tank operators, landlords and entities related to these groups.

**STP 32 10 (Ed. 05 20) Additional Insured Endorsement** – This endorsement is used to list specific persons or entities that are to be Insured's under the Policy as specified under Section II – Who is an Insured, Item 2, Part d. Coverage for Insured's under this endorsement is limited as noted on the attached specimen endorsement. The Insured's to be listed on this endorsement will be limited to tank owners, tank operators, landlords and entities related to these groups.

**STP 34 05 (Ed. 05 20) Policy Cancellation Endorsement** – This endorsement will be used when policy cancellation is required.

**STP 34 10 (Ed. 05 20) Cancellation Condition Amendatory Endorsement – Notice to Listed Entity** – This endorsement specified entities that are to be notified of Policy cancellation along with corresponding addresses.

The STP policy is a new product for Great American. Since this an optional and new product, there is no impact to current policyholders. Based on the foregoing, we also have no direct historical experience to rely upon. For our rates, we are primarily relying on our intelligence of what competitors are doing in the marketplace for similar coverage combined with our underwriting knowledge, technical expertise, actuarial input and company judgement. Because of the unique and increased exposures associated with underground storage tanks (“USTs”) when compared to aboveground storage tanks (“ASTs”), we have established separate rating systems for each. The rates submitted with this filing are derived from previously approved rates for storage tank programs insured by ACE American Insurance Company, Zurich American Insurance Company, Mid-Continent Casualty Company and Commerce and Industry Insurance Company in various States including California, Connecticut, Georgia, Massachusetts and Texas. Great American is also utilizing additional exposure factors such as UST capacity and UST contents which also correlate to the level of risk. We believe the resulting Great American rates to be a reasonable estimate for all costs associated with the transfer of risk and that the resulting rates are not inadequate, excessive, or unfairly discriminatory. We will evaluate the reasonableness of the rate levels on a go forward basis upon achieving a credible volume. We will make adjustments on an as needed basis.

The following provides a summary of the various rate and adjustment sources used for this filing. Limit, deductible and multiple tank factors apply to both ASTs and USTs.

**Limit Factors** – The Great American limit factors are most comparable to limit factors filed by Ace. The Great American limit factors are also comparable to the average of our competitors as noted below. The Great American variance is within 5% of average other than the \$10mm limit factor. Please note that the Mid-Continent factors have been adjusted for a base factor of \$1mm/\$1mm. The Great American limit factors used for this filing are the same factors that have been used by Great American for environmental liability exposures since 2014. Since the exposures covered by STP are also environmental liability exposures, the factors are considered adequate and reasonable.

### Limit Factors

Limit	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
\$0.5mm/\$0.5mm	0.600	NA	NA	NA	NA	NA
\$0.5mm/\$1mm	0.750	0.82	0.800	0.770	0.750	0.785
\$1mm/\$1mm	1.000	1.00	1.00	1.00	1.000	1.000
\$1mm/\$2mm	1.090	1.02	1.15	1.078	1.075	1.126
\$2mm/\$2mm	1.360	NA	1.40	NA	1.361	1.381
\$2mm/\$4mm	1.520	NA	1.60	NA	1.463	1.532
\$3mm/\$3mm	1.640	NA	1.70	NA	1.630	1.665
\$4mm/\$4mm	1.870	NA	2.05	NA	1.853	1.952
\$5mm/\$5mm	2.070	NA	2.15	NA	2.047	2.099
\$10mm/\$10mm	2.600	NA	3.23	NA	2.672	3.101

**Deductible Factors** – The Great American deductible factors are most comparable to deductible factors filed by Midcontinent and Ace. The Great American deductible factors are also comparable to the average of our competitors as noted below. The Great American variance is within 10% of either the Mid-Continent or Ace factors except for the \$50,000 and \$100,000 factors. The Great American deductible factors used for this filing are the same factors that have been used by Great American for environmental liability exposures since 2008. Since the exposures covered by STP are also environmental liability exposures, the factors are considered adequate and reasonable.

### Deductible Factors

Deductible	Great American Factor	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
\$2,500	1.075	NA	NA	NA	1.10	1.10
\$5,000	1.000	1.000	1.00	1.00	1.00	1.00
\$10,000	0.900	0.920	0.87	0.88	0.85	0.880
\$15,000	0.934	NA	NA	NA	NA	NA
\$20,000	0.966	NA	NA	NA	NA	NA
\$25,000	0.851	0.800	0.74	0.75	0.68	0.743
\$50,000	0.698	0.600	0.59	0.59	0.5916	0.593
\$75,000	0.613	NA	NA	NA	NA	NA
\$100,000	0.574	NA	0.46	0.44	0.5177	0.473

**Multiple Tank Factors** – The multiple tank factor provides premium relief when the limits are being shared among a large group of independent tank exposures. The Great American multiple tank factors are most comparable to factors filed by Commerce and Industry. The Great American tank factors are also comparable to the average of our competitors as noted below with each factor falling within 10% variance of the competitor average. The multiple tank factors are considered adequate and reasonable.

### Multiple Tank Factors

Number of Tanks	Great American Factor	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
1 – 10	1.000	NA	1.00	1.00	1.00	1.00
11 – 25	0.900	NA	0.900	0.75	0.95	0.87
26 – 50	0.800	NA	0.850	0.70	0.85	0.80
51 – 100	0.750	NA	0.80 - 0.75	0.70	0.75	0.74
101 - 200	0.700	NA	0.700 – 0.600	0.70	0.60	0.65

The following factors are specific to Aboveground Storage Tanks:

**AST Base Rate** – ASTs are considered a much lower risk than USTs. ASTs are more easily accessible and easier to maintain than USTs. Leaks and other mechanical failures on ASTs are more visible than those that may occur with a UST. ASTs are also less vulnerable to corrosion than USTs which are directly exposed to moisture and minerals in the soil. Because of the lower risks associated with ASTs when compared to USTs, different base rates and adjustment factors are proposed by Great American for ASTs and USTs. Competitor comparison reveals a large range in AST base rates. The Great American base rate is the average of the base rates listed below. The base rate along with tank capacity and tank age factors are the primary premium adjustment factors used to calculate premium for ASTs.

**AST Base Rate**

Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
\$300	\$531	\$263	\$205	\$200	\$300

**AST Capacity Factors**

As noted above, AST capacity is one of the primary premium adjustment factors used to calculate premium for ASTs. This is based on the increased severity potential associated with a catastrophic failure of larger tanks. As with the base rates presented above, competing markets present a large range of factors used for AST capacity. It should be noted that the markets with the lowest base rates are also the markets with the highest tank capacity factors. Where as the market with the highest AST base rate, does not account for tank capacity in the AST premium calculations. When adding AST capacity factors to the applicable company base rate, Great American falls within 1% - 15% of competing market premium with the exception of the higher Zurich factors for the 1,000 – 5,000 gallon capacity tanks.

**AST Tank Capacity Factors**

Capacity Gallons	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
1 – 1,000	0.90	NA	1-2.0	1.0 – 1.33	1.00	1.22
1,001 – 5,000	1.00	NA	2.40	1.66 – 2.0	2.00	2.08
5,001 – 10,000	1.25	NA	2.40	3.33	2.00	2.58
10,001 – 20,000	1.50	NA	2.84	5.00	4.00	3.95
20,001 – 50,000	1.75	NA	2.84 - 3.27	7.33 - 13.88	4.00	5.89

**AST Age Factors**

As noted above, the age of an AST is the other primary premium adjustment factors used to calculate premium for ASTs. This is based on the increased severity potential associated with a catastrophic failure of tanks as the corrosion potential and system failure potential increases with age. As with the base rates and capacity factors presented above, competing markets

present a large range of factors used for AST age. Since Zurich presents no factor for tank age and Ace simply provides a 0.9 factor for tanks up to 10 years in age, these two markets were not used for calculating the competitor average. The Great American age factors are generally consistent with applicable competing market factors until the 36 – 40 year grouping.

### AST Age Factors

Age	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average*
0 – 10 years	0.90	0.9-1.0	0.95	NA	0.90	0.95
11 – 20 years	1.00	1.05-1.1	0.98	NA	1.00	1.03
21 – 25 years	1.20	1.2	1.10	NA	1.00	1.15
26 – 30 years	1.35	1.25	1.10	NA	1.00	1.18
31 – 35 years	1.50	1.35	1.30	NA	1.00	1.33
36 – 40 years	1.75	1.45	1.30	NA	1.00	1.38

\* Competitor Average does not consider Zurich or Ace

### AST Content Factors

Additional factors such as the contents of the AST affect the overall risk and associated premium for ASTs. This is generally based on how the contents of an AST will impact overall corrective action costs as well as the increased or decreased severity potential for bodily injury and property damage claims. Zurich is one competitor that also applies a content factor for ASTs. With the exception of fertilizer, Great American factors are generally consistent with Zurich

### AST Content Factors

Contents	Great American	Zurich
Gasoline	1.00	1.05
Fuel Oil	0.95	0.92
Heating Oil	0.95	NA
Diesel Fuel	0.95	0.92
Waste Oil	0.95	0.96
Lubrication Oil	0.90	0.92
Aviation Fuel	1.00	1.00
Kerosene	0.95	0.95
Ethanol	1.00	NA
Fertilizer	0.90	1.25
Pesticide/Herbicide	1.30	1.40
Propane	0.70	NA
Liquid Natural Gas	0.80	NA

### AST Secondary Containment Factors

The use of secondary containment is required for most ASTs. However, some ASTs may not be required to have secondary containment based on their size or contents. As presented below, the Great American secondary containment factor is generally consistent with the market.

AST Secondary Containment	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace
Yes	1.00	NA	0.95	1.00	1.00
No	1.10	NA	1.10	1.10	1.10

The following factors are specific to Underground Storage Tanks:

**UST Base Rate** – USTs are considered a higher risk compared to ASTs. USTs are not easily accessible. Leaks and other mechanical failures associated with USTs are not visible since the systems are buried beneath the ground surface. USTs rely on various monitoring systems to detect releases. These systems have varying degrees of reliability. Since USTs are directly exposed to moisture and minerals in the soil, the potential for corrosion may increase for UST system depending upon the tank system construction. Because of the increased risk associated with USTs when compared to ASTs, different base rates and adjustment factors are proposed by Great American for USTs and ASTs. Competitor comparison reveals a large range in UST base rates. The Great American base rate is the double the average of the base rates listed below. The Great American Base Rate is closest to the base rate used by Mid-Continent. The higher base rate reflects the increased exposure associated with USTs. However, the additional factors presented below such as age show that competing markets quickly increase total premium to pricing that is in line with premiums calculated by Great American for comparable risks. The base rate along with tank age, tank construction, and tank capacity factors are the primary premium adjustment factors used to calculate premium for USTs.

#### **UST Base Rate**

Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
\$750	\$531	\$468	\$190	\$300	\$372

#### **UST Age Factors**

As noted above, the age of an UST is the another primary premium adjustment factors used to calculate premium for USTs. This is based on the increased severity potential associated with a catastrophic failure of tanks as the corrosion potential and system failure potential increases with age. The increase in risk associated with age is not a linear. The potential for tank failure accelerates as the tanks systems age. As with the base rates presented above, competing markets present a large range of factors used for UST age. The Great American age factors are most similar to the age factors used by Mid-Continent. Like Great American, Mid-Continent also has a higher than average UST base rate. The factors presented by Great American are lower than the competitor averages in order to balance the increased base rate that applies to insuring underground storage tanks while still accounting for the increasing risk associated with older USTs.

## UST Age Factors

Age	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
0 – 10 years	1.00	0.9 – 1.0	1.0-1.34	1.00-1.63	1.00-2.32	1.16
11 – 15 years	1.25	1.05	1.71-2.47	1.76-1.99	2.57-3.59	2.02
16 - 20 years	1.50	1.10	2.47-3.25	2.02-2.35	3.85-4.85	4.35
21 – 25 years	1.75	1.20	4.15-5.27	2.49-2.88	5.10-6.12	3.55
26 – 30 years	2.50	1.25	5.27-6.62	2.97-3.29	6.37-7.39	4.30
31 – 35 years	4.00	NA	8.19	3.37	NA	5.78

## UST Construction Factors

As noted above, UST construction is one of the primary premium adjustment factors used to calculate premium for USTs. This is based on the varying levels of risk associated with the construction materials, corrosion protection, and leak containment mechanisms which influence the potential for a release. Double-walled USTs essentially have a secondary containment mechanism that mitigates the level of risk associated with a UST. While single-walled steel USTs are much more prone to corrosion and have no containment. As with the other rating factors presented in this memorandum, competing markets present a large range of factors used for UST construction. The Great American factors presented below are generally in line with the competitor averages.

## UST Construction Factors

Construction	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
Single-walled Fiberglass (SWF)	1.15	1.00	1.00	1.53-2.71	0.80	1.23
Double-walled Fiberglass (DWF)	1.00	1.00	0.50	1.00	0.50	0.75
Single-walled Steel with cathodic protection (SWSC)	1.15	1.00	0.82	1.53-2.71	1.00	1.23
Single-walled steel no cathodic protection (SWS)	1.50	1.00	1.10	1.53-2.71	1.00	1.31
Steel with Fiberglass Reinforced Plastic (FRP) Containment	0.90	0.80	0.80	1.53-2.71	0.50	1.06
Double-walled Steel (DWS)	0.80	1.00	0.50	1.00	0.50	0.75

## UST Tank Capacity Factors

As with ASTs, UST capacity is one the premium adjustment factors used to calculate premium for USTs. Capacity correlates to risk based on the increased product flow through typically seen for larger tanks. The increased product flow results in an increased potential for smaller

undetected leaks that gradually accumulate over time thus resulting in increased exposure. As with ASTs, there is also an increased severity potential associated with a catastrophic failure of larger tanks. In summary, the risk associated with a 50,000 gallon UST is greater than the risk associated with a 1,000 gallon UST.

### UST Capacity Factors

Capacity Gallons	Great American
1 – 1,000	0.90
1,001 – 5,000	1.00
5,001 – 10,000	1.25
10,001 – 20,000	1.50
20,001 – 50,000	1.75

### UST Leak Detection Factors

USTs can be monitored for evidence of releases using various systems that may be internal or external to the tank system. These leak detection systems have varying degrees of reliability and effectiveness. The more effective leak detection systems such as interstitial monitoring and continuous in-tank leak detection significantly lower the risk associated with a large release from a UST. Less effective systems such as groundwater monitoring may indicate that the contents of the UST have been released to the environment if the wells are properly monitored. The markets are generally consistent with the use of leak detection factors. Great American falls within 10% of competitor average for each factor presented below with the exception of manual tank gauging.

### UST Leak Detection Factors

UST Leak Detection	Great American	Mid-Continent	Commerce and Industry	Zurich	Ace	Competitor Average
Continuous In-Tank Leak Detection	0.80	NA	NA	1.0	0.90	0.95
Interstitial Monitoring	0.85	0.80	0.95	1.0	0.90	0.91
Automatic Tank gauging	0.90	0.90	0.95	1.0	0.90	0.94
Statistical Inventory Reconciliation	1.00	1.00	1.00	1.0	0.90	0.98
Manual Tank Gauging	1.15	NA	NA	1.0	1.00	1.0
Vapor Monitoring	1.05	0.90	0.98	1.0	NA	0.96
Groundwater Monitoring	1.05	0.90	0.98	1.0	NA	0.96

### UST Line Leak Detection Factors

Similar to USTs, the piping associated with the UST system can also be monitored for leaks. Commerce and Industry is the only other market in addition to Great American with that factor. As presented below, the Great American secondary containment factor is generally consistent with the market.

UST Line Leak Detection	Great American	Commerce and Industry
Yes	0.90	0.95-0.98
No	1.00	1.05

### UST Content Factors

Additional factors such as the contents of the UST affect the overall risk and associated premium for USTs. This is generally based on how the contents of an UST will impact overall corrective action costs as well as the increased or decreased severity potential for bodily injury and property damage claims. While Zurich applied a content factor for ASTs, they do not use a content factor for USTs. No other market applied a content factor for USTs. The factors presented below for contents are the same factors used by Great American for ASTs. It should be noted that the competing markets generally provide UST coverage only for USTs that contain petroleum products. Great American does not limit coverage to petroleum USTs.

### UST Contents Factors

Contents	Great American
Gasoline	1.00
Fuel Oil	0.95
Heating Oil	0.95
Diesel Fuel	0.95
Waste Oil	0.95
Lubrication Oil	0.90
Aviation Fuel	1.00
Kerosene	0.95
Ethanol	1.00
Fertilizer	0.90
Pesticide/Herbicide	1.30
Propane	0.70
Liquid Natural Gas	0.80

**State:** Missouri**Filing Company:**

Great American Insurance Company

**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2011 Environmental Pollution Liability**Product Name:** 20134 - Storage Tank Liability**Project Name/Number:** 20134 - Storage Tank Liability/25-2020 - 20134

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/02/2020	SUPERSEDED 02/02/2021	Form	CANCELLATION AMENDATORY ENDORSEMENT – NOTICE TO LISTED ENTITY	01/29/2021	STP3410_05-20 - Cancellation Condition Amendatory Endorsement - Notice to Listed Entity.pdf (Superseded)