

WEBINAR | EXPERT INDUSTRY PANEL

# Pollution Legal Liability Plus Insurance

TRANSCRIPT + FAQ



**Kasey L. Jones**  
Senior Vice President  
National Environmental  
Practice Leader



**Samantha Linton**  
Vice President,  
Environmental  
Operations Specialist



**Host - Ben Stone**  
Vice President -  
Environmental

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Ben Stone:

All right, I think we're ready to go. Hello, everyone. Thank you for joining us for our webinar, "Unlocking the Potential of PLLP: A Broker's Guide to Environmental Insurance."

My name is Ben Stone, and I'm a senior underwriter at Distinguished Programs with over 20 years in various environmental roles. I previously held Pollution Liability underwriting roles at both AXA XL and AIG. My background includes a Bachelor's in Forest Resources and experience in environmental consulting, from lab work to stream restoration.

I'm very excited to facilitate today's discussion with members of our new program. We pride ourselves on having the experience, flexibility, and depth of expertise to help brokers get their deals done, and the team members we are going to meet today exemplify that.

We will send all registrants a copy of the slides, the webinar recording, as well as a PDF with questions and answers from today's session. And if anyone has a question during the presentation, please use the Q and A button at the bottom of your screen and know that whatever you're asking is probably on someone else's mind, too. So don't hesitate, push that button and let those questions fly.

Distinguished Programs is the leading national insurance program manager providing specialized insurance programs for real estate, community associations, hotels, restaurants, fine art and collectibles, and environmental and construction professional insurance.

Are you ready to dive into the world of Pollution Legal Liability insurance? Let's do this.

Joining us today we have Samantha Linton. Samantha is an environmental operations specialist with over 15 years of environmental underwriting and consulting experience. She transitioned to Distinguished in 2023 as part of a new partnership with SiriusPoint. During her five years at SiriusPoint Environmental and continuing today, Samantha manages a book of business that includes Premises Pollution Liability and Contractors Pollution Liability.

Before SiriusPoint, Samantha was a master underwriter for Great American Insurance Group. Samantha is well-prepared to take on these environmental insurance roles and has previously worked in environmental consulting as both an assistant project manager and a staff scientist at two different firms in New Jersey. Samantha's education includes a Bachelor of Science and Environmental Studies from Gettysburg College in 2006. She currently resides in the Philadelphia area. She also goes by Sam, which I'm pretty sure I'm going to slip up and call her at some point during this presentation very soon.

We also have Kasey Jones. Kasey is the National Environmental Practice Leader for Distinguished Environmental, with over 25 years of environmental underwriting, regulatory, and consulting experience. Like Samantha, he transitioned to Distinguished in 2023 as part of the partnership with SiriusPoint. Prior to this, Kasey was a regional manager for the western region of Great American Insurance Group based out of San Francisco (that's where Kasey lives). Kasey is used to wearing two hats, having managed the highest-performing region at Great American while also maintaining his own book of business, including Premises Pollution Liability and Contractors Pollution Liability.

He also worked at AIG as a pollution underwriter and has held leadership and management roles at three different environmental consulting firms in San Francisco. Kasey was also a hazardous materials environmental regulator for Nevada County Environmental Health Department in California, and he earned his Bachelor of Science and Biological Science from Cal State, Chico, in 1996. Finally, he holds a California resident producer and a surplus lines license.

To ground the conversation, I thought we'd quickly run through some of our PLLP program basics and then get to some attendee questions. So Kasey, let's kick it off with quick softball if you don't mind. What is Pollution Legal Liability insurance?

Kasey Jones: You bet. Thanks, Ben. It's pretty straightforward. Distinguished's Pollution Legal Liability Plus or PLLP insurance product protects against environmental liability that is not typically covered by a GL or General Liability policy. PLLP insurance can cover first and third-party claims for cleanup as well as third-party claims for bodily injury, property damage, and environmental damage resulting from pollution conditions on, at, under, or migrating through a property.

Ben Stone: Great. Thanks, Kasey. So Samantha Kasey mentioned not typically covered by a GL policy. What's unique about environmental liability that you think may be scaring off the GL market from taking on pollution exposures on their products?

Samantha Linton: Sure. So before the total pollution condition exclusion, GL policies mostly did cover these exposures, but as asbestos liability started hitting the policies in the '70s and '80s and the stringent nature of the environmental law under CERCLA, which holds each defendant liable for the entire cleanup, the market had to adapt and respond. The GL market saw the same thing that we see today with pollutants. In that, by the time you figure out what the health risks are, the cat may well be outside the bag, so to speak.

The total pollution exclusion is brought by design to exclude not only what we know to be an environmental hazard but also pollutants that we just don't know enough about yet to consider the implications. There are countless examples of these over the years that you would likely be familiar with, including DDT, lead-based paint, and, more recently, glyphosate, which is the active ingredient in Roundup.

Our PLLP policy has a broad definition of 'pollutant' that is designed to plug the hole left by the GL pollution exclusions and address the environmental contaminants that we already know about and those we don't fully understand.

Ben Stone: Excellent. Yeah, thanks, Sam. Who needs this PLLP insurance in your eyes, Kasey?

Kasey Jones: I mean, really, any business that operates in the built environment could have a pollution exposure. Our industry sees some pretty wild stuff.

Do you like wine, Ben? You don't have to answer that online, but one recent example of the news where 600,000 gallons of wine were released at a winery when two storage tanks suddenly ruptured, flooding local streets and threatening to impact a river. Basically, too much of a good or bad thing in the wrong place could be a pollutant.

It's also common for savvy landlords to require PLLP coverage of their tenants when tenants' operations pose a potential pollution exposure.

Lately, we've seen a lot more lender-driven deals where the bank is requiring the borrower to secure PLLP coverage on collateral property that is polluted or has a high likelihood of being impacted. Just thinking about all those regional banks out there with this exposure on their books, we have that solution for them.

Ben Stone: Well, my wife would be bummed about that.

Kasey Jones: Same.

Ben Stone: What about our PLLP policy here at Distinguished, Sam? Would you mind giving our audience an overview of the key coverages that are included in our policy form?

Samantha Linton: Sure. The PLLP insurance policy provides coverage for cleanup costs, bodily injury, and property damage, which includes natural resource damage and legal expenses for new and or historical pollution conditions on, at, under, or migrating from or through a covered location or indoor contaminant condition. The indoor contaminant condition actually includes mold and legionella as well.

Our Pollution Legal Liability insurance policy also provides coverage for mortgage protection, diminution in value, business interruption, non-owned disposal sites, transportation of an insured's waste or products, and contracting services.

Ben Stone: Great. Thanks, Sam. So yeah, Sam mentioned the mold and legionella coverage that we provide. Kasey and I thought, if you don't mind, I might add a little bit of additional commentary on that exposure.

Kasey Jones: It absolutely warrants more conversation because mold is our loss leader on the PLL product line. Earlier, I mentioned landlords acquiring PLLP coverage from their tenants, but landlords are multi-family, residential apartments, commercial buildings, et cetera, and are directly exposed to potential claims from their tenants due to mold.

We've all heard of the horror stories of toxic mold. It's real. We have paid the claims to prove it as well. These same landlords should also be aware of their exposure to Legionella or Legionnaires' disease. Legionella is caused by bacteria that can grow in stagnant water pipes and cooling towers. It typically affects the immunocompromised population – think elderly or very young – and if the landlord doesn't take proper care, this could also lead to claims from the tenants.

Again, this is no joke. We've paid the claims to prove it. Hospitality or hotels and resorts also share these two significant exposures. Very important.

Ben Stone: Thanks, Kasey. I feel like I've seen that just in my time in environmental insurance. Mold going from a lesser concern to a much more significant liability with, as you mentioned, the claims frequency and severity growing over those years.

But that being said, take me to the future, Sam. What's the next major pollutant that we're going to see driving claims activity?

Samantha  
Linton:

I feel like we're kind of in the midst of a pollutant that's going to be discussed for a while right now. PFAS is being talked about constantly. It's associated with a wide range of industries. It's actually a man-made chemical from the 1940s, and it's been deemed a 'forever chemical' because of the long amount of time it takes to break down.

Like I said before, it's in a wide range of industries and kind of in everything. Probably most prevalent are firefighting foam, fast food containers, and anything with non-stick. So cooking pans to fabrics and carpeting.

What's interesting about these emerging contaminants is that each state is approaching them a little bit differently. There's some guidance from the EPA, but then it's up to the state to decide what their next steps are. For instance, Michigan has been tracking wastewater treatment plants backward to identify the source areas.

We're identifying areas such as car washes, which originally we didn't think were going to be a source of these PFAS. Additionally, states like New Jersey are actually requiring sampling of PFAS in all their open cases right now. So, you either have to prove why your site wouldn't be impacted by PFAS or provide the sampling data.

More recently, we've been hearing about carbon tetrachloride and 1,4-dioxane. States are really taking into their own hands where and when their sampling is required for these as well. It's going to be interesting to see how these pollutants are approached as more information is obtained.

Ben Stone:

Thanks, Sam. So, Kasey, you had mentioned earlier some of the various client types that need PLLP insurance, but what about just some more specific classes of business that you consider good targets for PLLP?

Kasey Jones: As I mentioned before, multi-family residential and commercial office hospitality, but we should add airports and warehouse distribution facilities, which are booming right now. You see them popping up everywhere. Environmental facilities, landfills, manufacturing facilities, and properties that will be redeveloped.

This is a key piece of coverage for insureds that are redeveloping properties, brownfields, and agricultural facilities, not just farms, but also the facilities, the businesses that support the farms that distribute the chemicals, that sort of stuff for agriculture facilities.

Ben Stone: So when one of our broker partners wants to submit a PLLP submission to your inbox, Samantha. What are the factors that you will use to determine the cost of the Pollution Legal Liability insurance?

Samantha Linton: The cost is really determined by a lot of factors. It's really the nature and the extent of the environmental risk, coverage limits, SIR amounts, industry type, location, historical pollution conditions, and just any specific policy considerations that we may find when we underwrite the account.

Ben Stone: Perfect. All right, so now it's time for the questions. We had quite a few questions that came in advance via email, and then after we knock those out, hopefully, if we still have some time, we're going to go live with today's attendee questions. A broker wanted to know what is Distinguished's Pollution Legal Liability insurance capacity. If you don't mind, Kasey, could you help with that?

Kasey Jones: We can offer limits of up to \$25 million for each incident and \$25 million in the aggregate. Most of our book is less than \$5 million on limits, but we can offer up to \$25 million. And this may be shocking to many of you out there, we offer policy terms up to 10 years and even 13 years for lenders or lender-driven deals. That's a full 13, that's not an ERP, that's a full 13 years of coverage. Our minimum premium is around \$5,000 for an annual policy, low limits, low exposure type of policy.



Ben Stone: Perfect. So, I had to reword this question. I couldn't resist. Sam, what distinguishes Distinguished for PLLP coverage?

Samantha Linton: I guess what really stands out is that we have deep industry knowledge. We're able to customize insurance solutions, and we're really committed to the customer service portion of our policies. When lenders start to get cold feet from a deal because of environmental concerns that they see, we can confidently step in and guide you through the process and look through the due diligence reports that we receive. A lot of us were consultants back in the day, so we are reading and reviewing the same reports that we used to write. So we've just simplified the insurance process for our brokers and made it easy to choose us.

Ben Stone: Great. I thought this was a good question to highlight the value of working with our team on PLLP, Kasey. The question was, can you advise on how geographic factors influence environmental law?

Kasey Jones: I mean, look, I'm out here in California, and we're in the news a lot when it comes to environmental regulation. Yes, California is a hotspot for that, but there are also several other states – New Jersey, New York, Michigan, and Massachusetts. The reality is that more and more states are implementing their own specific and often more restrictive regulations. The boroughs of New York even have their own set of regulations that are specific just to the boroughs and not the rest of the state.

So it really is our experienced and diligent team. As Sam mentioned earlier, most of us have been environmental engineers and consultants in prior years. A few of us were regulators, and others, underwriters. We put pretty expansive knowledge across the country in these states. It's our job to stay on top of these ever-changing regulations, and we love it.

Ben Stone: Indeed, we do. So Sam, what support and resources are available for brokers working with Distinguished on PLLP opportunities?

Samantha Linton: Distinguished offers dedicated support, training, marketing materials, and access to experts, and that really helps assist brokers in placing the PLLP business. Our marketing materials have been really helpful. We're also able to provide a lot of claims incidents that help sell the product. We also have in-house claims attorneys with decades of related experience, as well as our own 24/7, 365-day emergency response capabilities.

Ben Stone: Perfect. I have one attendee here who would like to know which carrier we use for our PLLP offering. You got that, Kasey?

Kasey Jones: Our coverage is provided by SiriusPoint. They've been a pillar of the insurance industry for nearly 80 years now, and SiriusPoint's paper enjoys an AM Best rating of A-minus excellent.

Ben Stone: Great. Sam, you got to help this person out. It sounds like this next broker wants to manage their stress level for working with our team, and they want to know what's the typical turnaround time for a PLLP policy. Can you put their concerns to rest, Sam?

Samantha Linton: Sure. So we can offer a quick turnaround time of as little as less than 24 hours if needed. But the typical turnaround time is usually within a business week.

Ben Stone: I think that's fast, right? I hope so. It's now for a process question, Kasey. How can brokers register and submit the Pollution Legal Liability insurance application with Distinguished?

Kasey Jones: If you're not already registered, brokers can register their agency by downloading the Pollution Legal Liability insurance application, completing and submitting it via email to Doug Stepenosky or to myself, and we'll share these email addresses here with y'all.

Ben Stone: Good. Doug Stepenosky's spelling challenge when I came on board, so we definitely need to share the materials. We have now arrived at the fun part, and you guys can stump our experts with some live questions. We've got some questions coming in. How about would you consider contractors for PLLP? What do you think about that one, Sam?

Samantha Linton: We do offer contracting services on our PLLP form, so we can consider some of the contracting services that are provided. We can offer link limits between our two policies, too, if that's easier because the coverage that is provided on the PLLP is not as broad as just a full-on contracting form, but we do have the capabilities to offer the contracting services on the PLLP.

Ben Stone: Perfect. I have a question here, Kasey, for you. You were my geography guy earlier, so this is a little bit of a geography question. Are you able to write accounts that are water-adjacent terminal operations?

Kasey Jones: Sure. I mean, a full-on petroleum fuel terminal is probably not our cup of tea, but we can certainly watch, underwrite, and provide coverage for water-adjacent operations of many types. Yep, absolutely. And we do, a lot of them on our book. Yep.

Ben Stone: And are you going to do that on a claims-made basis? Someone wanted to know.

Kasey Jones: The cleanup coverage is claims made. Yes. There are other coverages. I wouldn't say ancillary; they're meaningful, but there are coverages that are occurrence. But most yes, the cleanup coverage is claims made.

Ben Stone: So let's say you got your \$25M capacity that Kasey told us about earlier, are you going to be able to do that per location or policy? And more specifically, they were asking if they are able to link it with a CPL policy. Is it going to be \$25M total or \$25M per policy?

Samantha Linton: We can offer \$25M for a policy, and then I guess if it would be for the same first-named insured for a situation where it would include the same covered locations, we would have to cap it at the \$25M. So we would have to link the limits on that.

Ben Stone: Okay. So it's \$25M pretty much project more or less would be one.

Kasey Jones: But if the insured wanted a standalone CPL, we could do \$25M on that, and the standalone PLLP, we could do \$25M on that without linking limits, if that answers the question.

Ben Stone: Yeah, they did say for a development project. So maybe they were talking about that. Okay, here we go. Fun ones. Who wants it? Tell us about asbestos claims.

Kasey Jones: Asbestos claims. Well, I guess the PLLP policy does not cover the cleanup of the asbestos in the buildings, but it does cover what historically has been the asbestos concern, which is bodily injury. We do pick that up in our base form, and that is something we underwrite, too.

That's something that is covered by this, and that's the gap, I guess, that Sam spoke about earlier that we are picking up by this policy. So yes, we would pick up a bodily injury claim potentially on a PLLP location.

Ben Stone: I thought this was a good one, Sam. I get excited about a question like this. If you don't have full Phase I reports or other due diligence, is there a way to get creative and still get some level of pre-existing coverage?

Samantha Linton: Of course, there is. There are actually a lot of resources that we have available to us. We have availability to look at historic aerials, so that's super helpful in being able to determine what's happening at a location. We also have the ability to look at some databases. There's one that we have that we can pull up what sites have associated, if they have hazardous materials at their property, or something like that.

Also, each state has a database. So we're able to look through addresses for each state then, and if there's anything that's been a cleanup at that site, it usually pops up. Some states have a better database than others, but we are able to get some background on some of these sites. So yes, we are able to do that.

Kasey Jones: I think we do that pretty well. I'll chime in, too, given that most of us were environmental engineers, consultants, or regulators prior. I think we know where to look and are comfortable looking for that information.

Ben Stone: Yeah, it makes you feel like you didn't waste your time when I used to write all those Phase I reports. Now, I still use those skills.

Kasey Jones: That's right.

Ben Stone: The good of the insurance. So one person mentioned, "My insured is demolishing a building which includes asbestos. Would you cover the resulting asbestos on the ground as a result?" I guess that's kind of a follow-up to what you were discussing, Kasey, as a result of the demo.

Kasey Jones: I guess the question is, when they demoed, did some of the asbestos get into the soil on the ground? For most redevelopment properties like that, we would have a soil or building materials disposal exclusion. We consider that the cost of doing business. They know they have the building, they know it's asbestos in it. That's just part of the program.

I would say if there were some sort of sampling done beforehand that the building did not have asbestos in it, we may be able to underwrite around that. But typically, on a redevelopment, if we know we've got an issue at the site, we're going to typically exclude at least the disposal part of that. Now, the BIPD part, the bodily injury piece, would still remain in effect. It would just be for the cleanup costs associated with that.

Ben Stone:

Great. I did have two people asking two different questions back-to-back about gas stations. Sam, do you mind speaking to that about what our appetite is? Do we consider those on the PLLP?

Samantha Linton: Sure. So, our PLLP does have UST exclusion, but we are able to modify that. We can schedule tanks on the policy. It really depends on how old the tanks are and what the operations are like. That's going to be the main driver in this. We don't want to see incredibly old tanks. I want to say that probably the late '90s would be our cutoff for how old we were looking. We would definitely hope that they would be double-walled, fiberglass, or something like that.

As far as gas stations, previously out of site, that's something we can consider too if that's the exposure that anybody's concerned about. If there's a redevelopment, we can take that into account. So, we don't write a ton of gas station portfolios by any means, but it is something that we can consider if we have the information that we're able to underwrite.

Ben Stone: Somebody had also asked if we do coverage for benzene, which is in gasoline. And I think the answer that's an easy one for you, right, Sam? No problem.

Samantha Linton: Yeah.

Kasey Jones: Our definition of pollutant is extremely broad. It's basically anything that's not in its container, not where it's supposed to be for the most part.

Ben Stone: It looks like we're getting kind of tight on time, so I'll give one last one. You mentioned that apartment owners or apartment buildings were a class, Kasey, so this person was just, I guess, clarifying that they would be able to offer coverage to our apartment owners, they said.

Kasey Jones: Absolutely – that's one of the more common policies that we ride is apartment complex or portfolio of apartment complexes where the landlord or owner is the first name insured. Absolutely. Yep.

Ben Stone: Okay. Time is running a bit short, so just a quick reminder that we'll send copies of the slides, the webinar recording, and a PDF with the Q&A from today's session to everyone who registered. This will also include questions that we're asking the chat during the webinar.

Samantha  
Linton:

But if you have any further inquiries, please get in touch with either Kasey or Samantha directly. I hope you enjoyed today's webinar, and if you would like to stay updated on our latest events, follow us on social media. We like to post about insurance, market insights, and industry news, and you'll also learn about our latest webinars, eBooks, and case studies.

Kasey Jones:

Hey Ben, really quick, if anyone has a question out there, maybe you're not sure if you have an insured that has a risk or not, just give us a call. We'd love to talk through this stuff. So we're here as a resource as well.

Ben Stone:

Absolutely. Thanks to everyone who joined us today for the webinar and to our panelists, Kasey and Samantha, both for sharing their valuable insights.

Samantha  
Linton:

Thanks for having us. Yeah.

Kasey Jones:

Thank you, everybody. Thanks, Ben.

# Webinar Addendum

Below are additional attendee questions we could not address during the session.

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## General Questions:

**Q: What is your time frame for turnaround if you have all the underwriting information?**

A: We can turn around in as little as 24 hours if needed with a typical turnaround time of one business week.

**Q: Please share a couple of real-world claims payout examples.**

A: Here are a few real-world claims payout examples:

### INDUSTRIAL/MANUFACTURING

The state environmental regulatory agency notified the warehouse/industrial park owner that it had received a complaint regarding groundwater contamination at a neighbouring site. An investigation revealed that a former tenant of the park caused the contamination by discharging production wastewater into a nearby storm sewer. The former tenant denied the allegation, and the state ordered the owner to start remediation of the site. The owner also faced lawsuits from surrounding property owners. The owner sued the former tenant for the recovery of cleanup costs. The investigation, cleanup costs, and legal costs exceeded \$1,250,000.

### CHEMICAL/MANUFACTURING

A chemical manufacturing plant caught fire, emitting hazardous vapors into the air and hazardous liquids into the soil and groundwater. The air vapors and groundwater migrated to a number of nearby third-party properties. The neighboring community filed a class action lawsuit for property damage and bodily injury. In addition to these third-party claims, the plant's owner incurred extensive costs to clean up surrounding properties as well as the site itself. Total costs from the class action and cleanup costs exceeded \$5,000,000.

### CHEMICAL-DRY CLEANER

A dry cleaner located in a strip mall filed for bankruptcy leaving behind contamination in the soil and groundwater, which led to an indoor air issue from soil vapor. The cleanup became the responsibility of the property/strip mall owner. The state regulatory agency required the owner to complete the cleanup of the site and notify surrounding property owners of the contamination, as it had migrated off-site. Cleanup costs and subsequent lawsuits from adjacent property owners exceeded \$800,000.

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## COMMERCIAL - HVAC

A veterinary office was a tenant in a commercial office park. HVAC repairs were made within the building, and both workers and customers complained of headaches and nausea due to vapors from sealants used during repairs. The commercial office park was evacuated as a precaution until the fumes were gone; however, several people went to the hospital. The HVAC contractor who caused the problem did not carry pollution insurance and was unable to pay for the claims. The owner/landlord of the commercial office park incurred costs in excess of \$75,000 for business interruption and bodily injury to third parties.

## APARTMENT

A child living in an apartment complex began experiencing breathing problems. An inspection of the apartment unit uncovered mold in the bedroom closet from a leak in the apartment unit directly above. The child developed asthma, and the family filed a lawsuit against the apartment complex for the child's bodily injuries. The case resulted in damages and legal costs in excess of \$500,000.

## Policy Details:

**Q: Are these claims-made policies? How do they respond when other CGLs are triggered?**

A: Yes they are claims-made for most coverages, although Transportation coverage and contractor's jobs site pollution coverage can be provided on an occurrence basis. Our base policy form is setup to be in excess of other valid and collectible to the extent GL cover would apply. That being said, we have the ability to modify the other insurance provisions by endorsement for our policy to apply as primary to additional insurance, including CGL, by endorsement.

**Q: What types or sources of environmental data sets do you use?**

A: We use the information provided in the submittal and public records available online through Federal, State, and local environmental agencies. We also have access to industry-specific environmental data sets that are available on a subscription basis.

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## Coverage Details

**Q: Do any of your PLL forms/products offer options to endorse GL coverage in low-risk scenarios like site remediation?**

A: We do not currently have a GL coverage offering within our environmental and construction pollution and professional team.

**Q: Is this policy site-specific or comprehensive? Does it include the Contractor's E&O with the "Plus+"?**

A: Our pollution legal liability form is set up for scheduled site coverage but also includes coverage for non-owned disposal sites, transportation, and contracting services in support of the site operations. While we do not offer Contractors E&O on our PLLP form, we have a CPL/PL combined form/product and a team of underwriters supporting the product.

**Q: Does Distinguished address coverage for Benzene?**

A: Our definition of pollutant is designed to address the total pollution exclusion on the CGL and would address Benzene as it reads as follows:

Pollutants mean any solid, liquid, gaseous, or thermal pollutant, irritant, or contaminant, including smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, waste, including medical, infectious, red bag, and pathological wastes, electromagnetic fields, Low-level radioactive waste and mixed waste, methamphetamines and chemicals associated with the manufacture of methamphetamines. Pollutants include silt and sediment, but only to the extent such materials migrate beyond the boundaries of a job site only because of Contracting Services.

Pollutants do not include mold matter or bacteria, including but not limited to legionella pneumophila, bed bugs, or any virus.

**Q: Will you consider contractors for PLLP's?**

A: We can offer contractor's job site pollution coverage, typically those contracting services supporting the site operations, if we provide it on our PLLP form. That being said, we also have a separate contractor pollution liability policy that is designed to address pollution exposures when contracting operations are the primary exposure.

# Webinar Addendum

Below are additional attendee questions we could not address during the session.

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## Special Cases:

**Q: Do you have a product specifically designed for condominium/community associations?**

A: While we do not have a product specifically designed for condominium/community associations, we can underwrite these placements and have endorsements that are appropriate to this risk class.

## Industry-Specific Questions:

**Q: How does your service apply to hotels?**

A: We do underwrite hotels on our PLLP policies.

**Q: How does it apply to apartment owners?**

A: We do underwrite apartments on our PLLP policies.

**Q: Would you consider dry cleaners without a closed-loop system?**

Dry cleaners utilizing Tetrachloroethylene (PCE) without a closed-loop system can present a complex underwriting scenario, often requiring detailed data analysis. However, our expertise equips us to evaluate these cases and extend coverage based on our assessments. While certain circumstances, like the age of a system or the absence of a closed-loop system, might deter us from covering cleanup costs, we can still provide coverage for third-party bodily injury and property damage.

**Q: Can you help with a distribution-type operation where the risk may have to dispose of batteries?**

A: We can assist with such an operation and have a Non-owned disposal site coverage offering built into our form.

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## Special Cases:

**Q: Is there coverage for known releases without known damage or injury, like permit exceedances and TRI reports?**

A: Our underwriting is very often about analyzing known conditions and our policy is setup with exclusionary giveback for these pollution conditions known and reported to us as part of the underwriting process.

## Additional Considerations:

**Q: How do retroactive dates affect the amount and type of coverage provided?**

A: A retro date would limit the retrospective coverage as the pollution condition would have to commence on or after the retroactive date for coverage to apply. We often write policies with no retroactive date to provide full retrospective coverage for pollution conditions. Recent environmental assessment reports like Phase I and II environmental site assessments often support this.

**Q: Will you offer terms with a \$5 million limit?**

A: We have a capacity of up to 25M.

**Q: Can you provide insight into your site-pollution products not covered in this presentation?**

A: We also have an excess premises pollution policy where we can provide up to 25M in limits over another carrier's site pollution placement. Our team also has experience and products tailored to the contracting industry with policies for Contractors Pollution Liability (CPL), Contractors Pollution and Professional Liability (CPPL), and both Owner's and Contractors' Protective Professional Indemnity (OPPI and CPPI).

**Q: What about coverage for storing used oil until a third-party vendor collects it?**

A: We would be able to consider used oil storage at a scheduled site as an offering on our PLLP form.

# Webinar Addendum

Below are additional attendee questions we could not address during the session.

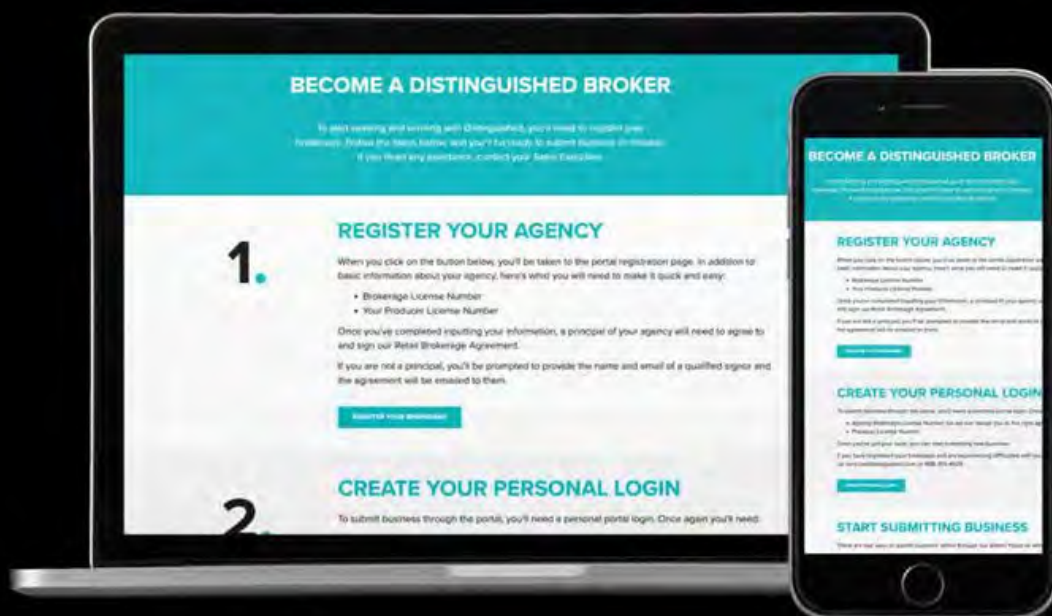
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## Special Cases:

**Q: I would like to discuss the difference between pre-existing and new conditions coverage.**

A: The main distinguishing factor between what is commonly referred to as pre-existing coverage versus new conditions coverage is when the pollution conditions first commenced, which is basically when the pollutant was first released into the environment. If the release first commenced prior to the retroactive date, if applicable, it would commonly be considered a pre-existing condition. Our underwriting process is often based on reviewing environmental assessment reports and our research to get comfortable providing coverage for pollution conditions released before our policy inception date.

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