

**Declarations  
ACE Catastrophe  
Liability Plus<sup>sm</sup> Policy**

Policy Number: [REDACTED]	Previous Policy Number: NEW
COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BELOW [REDACTED]	
NAMED INSURED AND ADDRESS	PRODUCER NAME AND ADDRESS
Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC (As Per Underlying Insurance) 8111 Westchester Drive Dallas, Texas 75225	[REDACTED]
	PRODUCER CODE [REDACTED]
Policy Period: From 05/15/2017 To 05/15/2018 12:01 A.M Local Time at the Address of the Named Insured as stated herein	
<b>Limits of Insurance</b>	
\$ 5,000,000	Each Occurrence
\$ 5,000,000	Aggregate
<b>Premium</b>	
\$ [REDACTED] Advance Premium	<input checked="" type="checkbox"/> Flat Except For Acquisitions
	<input type="checkbox"/> Adjustable
\$ [REDACTED] Total Amount Due	
\$ [REDACTED] Annual Premium	
<b>Schedule of Underlying Insurance</b>	
First Policy of Underlying Insurance	
Company: See Schedule A	Limits of Insurance
Policy Period: See Schedule A	\$ See Schedule A Each Occurrence
	\$ See Schedule A Aggregate, Where Applicable
	\$ Not Applicable
<b>Forms attached to and forming a part of this policy at inception:</b>	
Policy Form: ACE Catastrophe Liability Plus Policy XSC-27266	
Schedule of Underlying Insurance:	<input checked="" type="checkbox"/> XSW002 <input type="checkbox"/> XSW004
Endorsements as Listed on the Schedule of Endorsements CPfs2	
<b>Authorization Information:</b>	
[REDACTED]	

**SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE**  
(Excess Liability)

Named Insured <b>Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC</b>			Endorsement Number
Policy Symbol <b>MEW</b>	Policy Number [REDACTED]	Policy Period <b>05/15/2017 To 05/15/2018</b>	Effective Date of Endorsement <b>05/15/2017</b>
Issued By (Name of Insurance Company) [REDACTED]			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

**A. First Policy of Underlying Insurance:**

\$ 10,000,000      Each Occurrence  
 \$ 10,000,000      Aggregate (Where Applicable)  
 As Provided By:      [REDACTED]  
 Policy Period:      05/15/2017 – 05/15/2018

**Which Is Excess Of The Primary Underlying Insurance Or Self-Insured Retention**

**B. Next Layer Excess of First Policy of Underlying Insurance:**

\$ 10,000,000      Each Occurrence  
 \$ 10,000,000      Aggregate (Where Applicable)  
 As Provided By:      [REDACTED]  
 Policy Period:      05/15/2017 – 05/15/2018

## Forms Schedule

Company: [REDACTED]  
 SYM: MEW

Policy ID: [REDACTED]

**Policy Period**

When Coverage Begins: 05/15/2017 12:01 A.M. Local Time At Named Insured's Address  
 When Coverage Ends: 05/15/2018 12:01 A.M. Local Time At Named Insured's Address

Form Number	Form Title
CC-1k11h (03/14)	Signatures
XSC-27266 (05/09)	ACE Catastrophe Liability Plus Policy
XSC-30422a (01/12)	Nuclear Exclusion
XSC-30426 (08/10)	Sub-Limited Coverage Exclusion
XSC-27370 (05/09)	Pollution Liability Follow Form Endorsement
XSC-27405 (05/09)	Waiver Of Subrogation Endorsement
XSC-32991 (02/11)	Insuring Agreement Coverage Section Amendment
XSC-32992 (03/11)	Other Insurance Amendment
XSC-34032 (01/12)	Trade or Economic Sanctions Amendatory Endorsement
XSW026 (07/14)	Following Scheduled Conditions of Underlying Insurance
TR-45231 (01/15)	Policyholder Disclosure - Notice of Terrorism Insurance Coverage
XS-1V41b (11/12)	Texas Changes - Cancellation, Nonrenewal and State Required Conditions
XS-1X60 (02/96)	Texas Changes - Claims Procedures
XSC-27522a (01/15)	Cap on Losses From Certified Acts of Terrorism
XSC-27733 (05/09)	Texas State Amendatory Endorsement



### SIGNATURES

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

[REDACTED SIGNATURE]

[REDACTED SIGNATURE]

[REDACTED SIGNATURE]

[REDACTED] Representative

[REDACTED]

**ACE Catastrophe Liability Plus<sup>SM</sup> Policy**

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under the first policy of "underlying insurance" shown in the schedule of "underlying insurance." The words "we", "us" and "our" refer to the company providing this insurance.

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

We, the Company named in the Declarations, relying upon the statements shown on the Declarations page and in the schedule of "underlying insurance" attached to this policy, and in return for the payment of the premium and subject to the terms, conditions, exclusions, and limits of insurance of this policy, agree with you as follows:

**SECTION I. INSURING AGREEMENTS**

**A. COVERAGE**

We will pay, on your behalf, "loss" arising out of an "occurrence" but only after all "underlying insurance" has been exhausted by the payment of the limits of such insurance for covered injury or damage that takes place during our policy period. If "underlying insurance" does not pay a loss" for reasons other than the exhaustion of an aggregate limit of insurance, then we will not pay such "loss".

The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.

**B. LIMITS OF INSURANCE**

This policy applies only in excess of the "underlying insurance" as shown in the schedule of "underlying insurance." The "occurrence" limit shown on the Declarations is the most we will pay for all damages arising out of any one "occurrence" to which this insurance applies.

The aggregate limit shown on the Declarations applies separately and in the same manner as the aggregate limits provided by the "underlying insurance." If the "underlying insurance" limit has been reduced or exhausted solely by reason of "losses" paid thereunder arising out of injury or damage which takes place during our policy period, then this policy shall:

1. in the event of reduction, pay the excess of the reduced underlying limit;
2. in the event of exhaustion continue in force as "underlying insurance."

**C. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS**

**1. DEFENSE PROVISIONS**

When insurance is available to you in any "underlying insurance", we will not be called upon to assume charge of the investigation, settlement or defense of any suit brought against you, but we will have the right and be given the opportunity to be associated in the defense and trial of any suits relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this policy.

We will assume charge of the settlement or defense of any suit brought against you to which this policy applies and to which no "underlying insurance" applies because of the exhaustion of limits of insurance.

If we assume any right, opportunity or obligation, we will not be obligated to defend any suit after the applicable limits of this policy have been exhausted.

## 2. SUPPLEMENTAL PAYMENTS

The only Supplemental Payments and expenses that we will pay under this policy are as follows:

- a. All expenses incurred by us;
- b. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the limit of liability, and to which this policy applies;
- c. If "underlying insurance" pays pre-judgment interest, then we will pay related pre-judgment interest awarded against you 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 pre-judgment interest after the time of our offer.

## 3. Subject to all of the foregoing:

- a. If Defense and/or Supplemental payment expenses are included within the limit of insurance of any "underlying insurance", then any such expense payment we make will reduce the limit of insurance of this policy.
- b. If none of the policies of "underlying insurance" include Defense and/or Supplemental payment expenses within the limit of insurance, then any such expense payment we make will not reduce the limit of insurance of this policy.

## **SECTION II (EXCLUSIONS)**

### **WHAT IS NOT COVERED BY THIS POLICY**

This insurance does not apply:

- A. To any injury, damage, expense, cost, "loss", liability, or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- B. 1. To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to pollution, however caused. However, if coverage is available to you in the "underlying insurance" for bodily injury or property damage from pollution when the pollutant is heat, smoke or fumes from a hostile fire, then this paragraph B.1. shall not apply, provided that the heat, smoke or fumes from the hostile fire is:
  - a. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to you: or
  - b. at or from any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

## 2. To any "loss", cost or expense arising out of any:

- a. directive, request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

Pollutants include any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

- C. To any claim or claims arising out of the Employee Retirement Income Security Act (ERISA) of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, including any amendments or revisions thereto.
- D. To any liability for injury or damages due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

We will have no duty or obligation to provide or pay for the investigation or defense of any suit excluded in this section, and in connection therewith Defense Provisions and Supplemental Payments will not apply.

### **SECTION III DEFINITIONS**

- A. "Loss" means the amount paid or payable in cash in the settlement or satisfaction of claims or suits for which the insured is liable, either by adjudication or compromise with our written consent, after making proper deduction for all recoveries and salvages. If the limits of the applicable "underlying insurance" are exhausted by the payment of defense expenses as well as damages, then "loss" also includes defense expenses under this insurance and defense expenses also erode the limits of this insurance.
- B. "Occurrence" in this policy will follow the definition of "occurrence" as defined in the first policy of "underlying insurance" in effect as of the inception date of this policy.
- C. "Other insurance" means a policy of insurance providing coverage for damages covered in whole or in part by this policy. "Other insurance" does not include "underlying insurance" or any policy of insurance specifically purchased to be excess of this policy and providing coverage that this policy also provides.
- D. "Underlying insurance" means the policy or policies of insurance as described in the Declarations and Schedule of Underlying Insurance forming a part of this policy.

### **SECTION IV CONDITIONS**

#### **A. APPEALS**

If you or any of the underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the "underlying insurance" or any "other insurance" available to you, we may elect to appeal. Our limit of liability will not be increased because of the appeal, except that we will pursue appeal at our cost and expense.

#### **B. ASSIGNMENT**

Interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy will cover your legal representative(s), but subject to all terms and limitations and only while such representatives are acting within the scope of their duties as such.

#### **C. BANKRUPTCY AND INSOLVENCY**

Bankruptcy and insolvency of you, or your estate will not relieve us of our obligations under this policy.

D. CANCELLATION

This policy may be cancelled by the first Named Insured by mailing to us written notice stating when such cancellation will be effective.

The policy may be cancelled by us by mailing to the first Named Insured at your last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation will be effective. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will be the end of the policy period.

If you cancel, earned premium will be computed in accordance with the applicable short rate table or procedure. If we cancel, earned premium will be computed pro-rata. Premium adjustment may be made at the time cancellation becomes effective. Our check or the check of our representative mailed to you will be sufficient proof of any refund or premium due you.

E. CHANGES

This policy may be changed only by an endorsement issued by us to form a part of the policy.

F. DUTIES IN THE EVENT OF "OCCURRENCE," CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim for damages under this policy. Notice should include:
  - a. How, when and where the injury or damage took place;
  - b. The names and addresses of any injured persons or witnesses.
  - c. The nature and location of any injury or damage arising out of "occurrence."
2. If a claim is made or suit brought against you that is reasonably likely to involve this insurance, you must see to it that we receive written notice of the claim or suit as soon as practicable.
3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or suit.
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this policy may also apply.
4. You will not make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or suit without our written consent.

G. INSPECTION AND AUDIT

We will be permitted but not obligated to inspect your property and operations. Neither our right to make inspections nor the making thereof nor any report thereon will constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe. We may examine and audit your books and records during this policy period and extensions thereof and within three (3) years after the final termination of the policy.

H. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:



1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

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

#### I. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and schedule of "underlying insurance" or renewals or replacements thereof not more restrictive in coverage will be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of covered claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect or if any limits of liability of "underlying insurance" are:

1. less than as stated in the schedule of "underlying insurance"; or
2. unavailable due to bankruptcy or insolvency of an underlying insurer; or
3. if there is any material change in the coverage of any "underlying insurance";

then the insurance afforded by this policy will apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained and unchanged.

In the event of bankruptcy, insolvency, or refusal or inability to pay of any underlying insurer, this insurance will not drop down or replace "underlying insurance" and we will not assume any obligation under "underlying insurance".

#### J. OTHER INSURANCE

If "other insurance" is available to you covering a "loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy will apply in excess of and will not contribute with such "other insurance".

#### K. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement.

#### L. YOUR REPRESENTATIONS

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "underlying insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations.

#### M. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, this policy applies:

1. As if each insured were the only insured;
2. Separately to each insured against whom claim is made or suit is brought.

N. SUBROGATION

In the event of any payment under this policy by us, we will be subrogated to all of your rights of recovery against any person or organization, and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing after "loss" to prejudice such rights.

The amount recovered through subrogation will be apportioned in the inverse order of payment of the "loss" to the extent of the actual payment. The expenses of all recovery proceedings will be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insureds have fully complied with the conditions of this policy.

**NUCLEAR EXCLUSION**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

**SECTION II (EXCLUSIONS) WHAT IS NOT COVERED BY THIS POLICY** is amended to include the following:

This insurance does not apply:

1. To any injury or damage:
  - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of insurance; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into the by the United Sates of America or any agency thereof with any person or organization.
2. To any injury or damage resulting from the hazardous properties of nuclear material if:
  - a. The nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any nuclear facility.

As used in the exclusion:

- a. Hazardous properties include radioactive, toxic or explosive properties;
- b. Nuclear material means source material, special nuclear material or by product material;
- c. Source material, special nuclear material, and by product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. Waste means any waste material (1) containing by product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its



source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of the nuclear facility.

f. Nuclear facility means:

- (1) Any nuclear reactor;
- (2) Any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel or handling, processing or packaging waste;
- (3) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and
- (5) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

h. Injury or damage includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**SUB-LIMITED COVERAGE EXCLUSION**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, "loss", liability or legal obligation arising out of coverage for which a "sub-limit" is imposed in any "underlying insurance".

The following definition is added to the policy:

"Sub-limit" means any limit of insurance applicable to a specific hazard, peril, cause of injury or damage or category of "loss" in "underlying insurance" which is less than the amount of limits applicable in general in such "underlying insurance".

All other terms and conditions of this policy remain unchanged.

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Authorized Representative



**POLLUTION LIABILITY FOLLOW FORM ENDORSEMENT**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

Item B. of **SECTION II (EXCLUSIONS)** deleted and replaced by the following.

This insurance does not apply:

- B. 1. To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to pollution, however caused.
- 2. To any "loss", cost or expense arising out of any:
  - a. directive, request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

However, if insurance for such injury, damage, expense, cost, "loss", liability or legal obligation is provided by a policy(ies) listed in the Schedule of "underlying insurance:"

- 1. This exclusion shall not apply; and
- 2. The insurance coverage provided by our policy will not be broader than the insurance coverage provided by the policy (ies) scheduled as "underlying insurance." Any conditions, provisions, definitions, or exclusions in the policy(ies) scheduled as "underlying insurance" that limit or restrict the insurance coverage provided hereunder shall also limit and restrict the coverage provided under this policy.

All other terms and conditions of this policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

### WAIVER OF SUBROGATION ENDORSEMENT

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**This endorsement modifies insurance provided under the following:**

#### **ACE CATASTROPHE LIABILITY PLUS POLICY**

In the event of any payment under our policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we agree to also waive our right of recovery. This waiver shall only apply with respect to a loss occurring due to operation undertaken pursuant to the specific contract in which you waived the right of recovery.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**INSURING AGREEMENT COVERAGE SECTION AMENDMENT**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

**SECTION I. INSURING AGREEMENTS**, part A. COVERAGE, is deleted and replaced with the following:

We will pay, on your behalf, "loss" arising out of an "occurrence" but only after all "underlying insurance" has been exhausted by the payment of the limits of such insurance for covered injury or damage. If "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we will not pay such "loss."

The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative



**OTHER INSURANCE AMENDMENT**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

**SECTION IV. CONDITIONS**, Part J. OTHER INSURANCE is deleted and replaced by the following:

If "other insurance", whether collectible or not, is available to you covering a "loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy will apply in excess of and will not contribute with such "other insurance".

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**TRADE OR ECONOMIC SANCTIONS AMENDATORY ENDORSEMENT**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

The following exclusion is added to the policy:

**Trade or Economic Sanctions Exclusion**

This insurance does not apply to the extent that United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of this policy remain unchanged.

\_\_\_\_\_  
Authorized Representative



**FOLLOWING SCHEDULED CONDITIONS OF UNDERLYING INSURANCE**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

The second paragraph of item A. COVERAGE, of **SECTION I. INSURING AGREEMENTS**, is deleted and replaced by:

The definitions, terms, conditions, limitations and exclusions of the first policy of “underlying insurance”, apply to this coverage unless they are inconsistent with provisions of “underlying insurance” scheduled below or are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.

Schedule			
Company	Policy Number	Policy term	Endorsement or Condition
[REDACTED]	[REDACTED]	05/14/2017 - 05/14/2018	Non-Contributory Clause Amendatory Endorsement (XLE-5050-06-14)

All other terms and conditions of the policy remain unchanged.



Dakota Access, LLC; Energy Transfer  
Policyholder

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**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$2,500, and does not include any charges for the portion of losses covered by the United States government under the Act.

**TEXAS CHANGES-CANCELLATION, NONRENEWAL AND STATE REQUIRED CONDITIONS**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL UMBRELLA LIABILITY POLICY  
EXCESS LIABILITY POLICY  
EXCESS LIABILITY CATASTROPHE POLICY**

**A. The Cancellation Condition is replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
  - (1) Fraud in obtaining coverage;
  - (2) Failure to pay premiums when due;
  - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
  - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
  - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. The following condition is added and supersedes any provision to the contrary:**

**NONRENEWAL**

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**TEXAS CHANGES - CLAIM PROCEDURES**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL UMBRELLA LIABILITY POLICY  
EXCESS LIABILITY CATASTROPHE POLICY**

The following conditions are added to the policy:

1. Within 15 days after we receive your written notice of claim, we must:
  - a. acknowledge receipt of the claim;
 

If our acknowledgement of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.
  - b. begin an investigation of the claim;
  - c. specify the information you must provide in accordance with paragraph **b.** above.
 

We may request more information if during the investigation of the claim such additional information is necessary.
2. After you provide and we receive all the information we request from you, we must notify you in writing whether the claim will be paid or is denied or whether more information is needed:
  - a. within 15 "business days"; or
  - b. within 30 days if we have reason to believe the loss resulted from arson.
3. If we do not approve payment of your claim or we require more time for processing your claim, we must:
  - a. give the reasons for denying your claim, or
  - b. give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.
4. Loss Payment
  - a. If you are notified that the claim, or part of the claim, will be paid, we will pay within 5 "business days" after the notice has been made.
  - b. If payment of the claim, or part of the claim, requires performance of an act by you, we must pay within 5 "business days" after the date the act is performed.

The following definition is added to the policy:

"Business day(s)" means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

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Authorized Agent

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY  
FOLLOWING FORM EXCESS LIABILITY POLICY**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we 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.
- B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.
- C. In the event that any "certified act of terrorism" is not covered by "underlying insurance" or "other insurance" due to any exclusion or exclusions contained therein, we will pay "loss" in excess of the "underlying insurance" Each Occurrence Limit stated in the Declarations.

All other terms and conditions of the policy remain unchanged.

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Authorized Representative



**STATE AMENDATORY ENDORSEMENT - TEXAS**

Named Insured Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC			Endorsement Number
Policy Symbol MEW	Policy Number [REDACTED]	Policy Period 05/15/2017 to 05/15/2018	Effective Date of Endorsement 05/15/2017
Issued By (Name of Insurance Company) [REDACTED]			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

It is agreed that the following changes are made a part of this policy:

- A. The second paragraph of Item C.1. DEFENSE PROVISIONS of SECTION I, INSURING AGREEMENTS is amended to read as follows:

At our option, we may assume charge of the settlement or defense of any suit brought against you to which this policy applies and to which no "underlying insurance" applies because of the exhaustion of the aggregate limits of insurance.

- B. Items C.3.a. and b. of SECTION I INSURING AGREEMENTS are deleted from this policy.
- C. Item A. of SECTION III DEFINITIONS is deleted and replaced with the following:
  - A. "Loss means the amount paid or payable in case in the settlement or satisfaction of claims or suits for which the insured is liable, either by adjudication or compromise with our written consent, after making proper deduction for all recoveries and salvages.

**██████████ Producer Compensation  
Practices & Policies**

██████████ that policyholders should have access to information about ██████████ practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at ██████████ or by calling the following toll-free telephone number: ██████████

# Texas Notice – Information and Complaints

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

[REDACTED]

You may also write to the Company at:

[REDACTED]

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1 (800) 252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

[REDACTED]

Usted también puede escribir a la Compañía:

[REDACTED]

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1 (800) 252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;





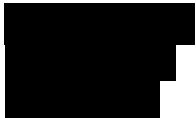
as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# Claims Directory

## Umbrella/Excess Casualty/Environmental

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Email and Fax	Location
	First Notices Email:  First Notices Fax:  Phone: 	



## Policyholder Notice - "Specific" Exclusions – Texas

### ACE CATASTROPHE LIABILITY PLUS POLICY

The Texas Department of Insurance requires that policies containing certain exclusionary language be specifically pointed out to our policyholders. In compliance with this provision, this notice is to advise you that the items designated by an X preceding the appropriate provision below are exclusions that are contained in your policy. THESE ARE NOT ALL OF THE EXCLUSIONS CONTAINED IN YOUR POLICY, BUT ONLY THOSE SPECIFICALLY REQUIRED BY THE TEXAS DEPARTMENT OF INSURANCE TO BE BROUGHT TO YOUR ATTENTION.

This insurance does not apply:

- To any injury, damage, expense, cost, "loss", liability, or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to the toxic properties of lead or lead containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.
- To, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or allegedly arising out of, or in any way related to, any exposure, other than an instantaneous or abrupt exposure that results in electrocution, electric shock or skin burning to "extremely low frequency electromagnetic fields" or "ELF-EMF".

"Extremely low frequency electromagnetic fields", or "ELF-EMF", means the 60-Hertz power frequency electric and magnetic fields or invisible lines of force that occur wherever electricity is present.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, "loss", liability or legal obligation to test for, monitor, abate, weaken, control, or take over any other remedial action with respect to "ELF-EMF".

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not otherwise preclude or exclude coverage for "ELF-EMF" related injury, damage, expense, cost, "loss", liability or legal obligation.

Please refer to **SECTION II (EXCLUSIONS) – WHAT IS NOT COVERED BY THIS POLICY** and/or any endorsements to your policy for the above provision(s).

- To any injury, damage, expense, cost, "loss", demand, claim, liability, or legal obligation arising out of or any way related to the discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale, distribution, manufacture, remediation, disposal, monitoring, testing, investigation, detoxification, inhalation, consumption or exposure to any substance, product or wastes containing polychlorinated biphenyls (PCB's) of any type, or any other similar chemical formulation.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for PCB's related injury, damage, expense, cost, "loss", liability, or legal obligation.

- To any:

1. Injury, damage, expense, cost, "loss", demand, claim, liability or legal obligation arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "Silica" or "Silica Related Dust"; or
2. "Loss", cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or responding to or assessing the effects of, "Silica" or "Silica Related Dust", by any Insured or by any other person or entity.

**SECTION III DEFINITIONS** is amended to include the following additional definitions.

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), "silica" particles, "silica" dust or "silica" compounds.

"Silica Related Dust" means a mixture or combination of "silica" and other dust or particles.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, "loss", liability or legal obligation.