

## ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of

policy No. issued to

by

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

### **AIGRMGreen Reputation Coverage<sup>SM</sup>**

**The AIG Green Line: 1-800-551-5070**

*This endorsement modifies insurance provided under the following:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage under this endorsement only applies to scheduled "green building(s)".

The following additional coverages are added to **SECTION I - COVERAGES**:

#### **1. Insuring Agreements**

- a. We shall pay reasonable and necessary "reputation crisis consultant" expenses and fees for services provided by the "reputation crisis consultant" from the time the "adverse green publicity event" is reported to us until the end of twenty one (21) consecutive calendar days, subject to the Adverse Green Expenses Sublimit. Furthermore, such fees and expenses must be for one or more of the following services rendered subsequent to the "adverse green publicity event":
  - (1) Active management of the "adverse green publicity event" by the "reputation crisis consultant";
  - (2) Preparation of "key company personnel" by the "reputation crisis consultant"; or
  - (3) Any other services determined by the "reputation crisis consultant" as necessary to mitigate the adverse publicity and restore reputations.
- b. We shall reimburse you for those "adverse green defense costs" arising out of an "adverse green claim" that you defend and is not otherwise covered under this policy, subject to the following:
  - (1) We do not assume any duty to defend. You shall defend and contest any "adverse green claim" made against you;
  - (2) An "adverse green claim" must be first made and reported to us during the policy period;
  - (3) You shall select a licensed, qualified and appropriately specialized attorney in the geographical area where an "adverse green claim" is brought against you;
  - (4) We shall advance, at your written request, "adverse green defense costs" prior to the final disposition of an "adverse green claim". Such advanced payments shall be repaid to us by you in the event and to the extent that the insured shall not be entitled to such payment under the terms and conditions of this policy; and

(5) You and any other insureds under this policy shall give us full cooperation and such information as we may reasonably require.

For purposes of the coverage provided herein, **SECTION III - LIMITS OF INSURANCE** is amended to add:

With respect to each "adverse green publicity event" or "adverse green claim", the most we will pay for all "adverse green event expenses" is the Per Event/Claim Adverse Green Expenses Sublimit, regardless of the number of insureds, and subject to the Adverse Green Expenses Aggregate. The Adverse Green Expenses Aggregate is in addition to, and not part of, the General Aggregate Limit. Notwithstanding anything to the contrary, all "adverse green expenses" resulting from the same "adverse green publicity event" or a series of related "adverse green publicity events" will be considered as arising out of one "adverse green publicity event", and all "adverse green claims" resulting from the same "adverse green claim" or a series of related "adverse green claims" will be considered as arising out of one "adverse green claim".

There will be no deductible applicable to "adverse green expenses".

For purposes of the coverage provided herein, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add:

**Duties In The Event of Adverse Green Publicity Event Or Adverse Green Claim**

- a. You must notify us immediately upon the happening of an "adverse green publicity event" by calling **The AIG Green Line: 1-800-551-5070**. Such notice shall contain information and details sufficient to identify the time, place, and circumstances of the "adverse green publicity event", or the potential "adverse green publicity event". Reporting to us does not guarantee coverage. You must promptly take all reasonable steps to minimize any potential loss.
- b. If an "adverse green claim" is brought against any insured, you must:
  - (1) Immediately record the specifics of the "adverse green claim" and the date received;
  - (2) Notify us in writing as soon as practicable; and
  - (3) Send us copies of any demands, notices, summonses or legal papers received in connection with the "adverse green claim".

For purposes of coverage provided herein, the **COMMERCIAL GENERAL LIABILITY DECLARATIONS, LIMITS OF INSURANCE** is amended to add:

Per Event/Claim Adverse Green Expenses Sublimit  
Adverse Green Expenses Aggregate

For purposes of the coverage provided herein, **SECTION V - DEFINITIONS** is amended to add:

"Adverse green defense costs" means reasonable and necessary fees, costs and expenses resulting solely from the response to and/or defense and appeal of an "adverse green claim" against you. Fees must be customary and consistent with those of the geographic area in which the "adverse green claim" is made. Rates that are less than or equal to the following amounts shall automatically be deemed reasonable under this policy: \$250/hour

for partners; \$200/hour for associates; and \$85/hour for paralegals. Rates in excess of such amounts shall only be deemed reasonable under this policy with our written consent.

"Adverse green claim" means a civil law suit from anyone other than an insured under this policy, demanding monetary or non-monetary relief, and alleging your failure to meet or comply with industry recognized "green building" standards at one or more insured buildings.

"Adverse green publicity event" means "negative media reporting" regarding a "green building", or a circumstance(s) that could reasonably be expected or is expected to result in a "negative media reporting" as determined by "key company personnel".

"Adverse green expenses" means "reputation crisis consultant" expenses and fees, and "adverse green defense costs".

"Green building" is a building which at the time of loss complies with green building standards by an industry recognized establishment or authority, and is scheduled and on file as such with us.

"Key company personnel" means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner of the Named Insured.

"Negative media reporting" means reporting that occurs in at least two separate independent media (whether local, regional, national, or international), including radio, television, newspaper, and Internet media site, or any other media; provided the insured location is specifically named and the negative reporting is related to a "green building".

"Reputation crisis consultant" means the consultant designated by us to provide media crisis communications services to you in connection with any actual or alleged "adverse green publicity event".

All other terms, conditions and exclusions of this policy shall remain the same.

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**Authorized Representative or  
Countersignature (in States Where  
Applicable)**

**ENDORSEMENT**

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

**AIGRMGreen Indoor Environment Coverage<sup>SM</sup>**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Coverage under this endorsement only applies to scheduled "green building(s)".

**SECTION 1- COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution (1) (a), is amended to include the following:**

(iv.) "Bodily injury" if sustained within a "green building" and caused by any substance or odor produced by or originating from HVAC equipment or any other equipment or product whose purpose is indoor climate, air quality or water quality control;

For purposes of the coverage provided herein, **SECTION V - DEFINITIONS** is amended to add:

"Green building" is a building which at the time of loss complies with green building standards by an industry recognized establishment or authority, and is scheduled and on file as such with us.

All other terms, conditions and exclusions of this policy shall remain the same.

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**Authorized Representative or  
Countersignature (in States Where  
Applicable)**