

# Endurance Risk Solutions Assurance Co.

(Wilmington, Delaware)

Policy No. EXC10004079306

Renewal of: EXC10004079305

## COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE

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<b>1. NAMED INSURED AND ADDRESS:</b> Authority for California Cities Excess Liability (ACCEL) Per Underlying Insurance c/o Alliant Insurance Services 100 Pine Street 11th Floor San Francisco, CA 94111	<b>2. POLICY PERIOD:</b> 12:01 a.m. Standard Time at the address of the Insured shown at the left <b>From:</b> 07/01/2019 <b>To:</b> 07/01/2020
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**IN RETURN FOR PAYMENT OF THE  
PREMIUM AND SUBJECT TO ALL TERMS  
OF THIS POLICY, WE AGREE WITH YOU  
TO PROVIDE THE INSURANCE AS STATED  
IN THIS POLICY.**

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**PRODUCER'S NAME AND ADDRESS:**  
AmWINS Insurance Brokerage of California, LLC  
21550 Oxnard Street  
Suite 1100  
Woodland Hills, CA 91367

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<b>3. PREMIUM:</b>	Total Advance Premium	\$ 313,100
	Service Charge	N/A
	Taxes	N/A
	Surcharge	N/A
	Total	\$ 313,100

**BASIS OF PREMIUM:** Non-Auditable (X)      Auditable ( )

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<b>4. LIMITS OF INSURANCE:</b>	\$ 10,000,000	Each Occurrence Limit
	\$ 10,000,000	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations.

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**5. UNDERLYING INSURANCE:** See attached schedule

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**6. FORMS AND ENDORSEMENTS** applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule EXL 0101.



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Authorized Representative

**ISSUING OFFICE:**  
725 South Figueroa Street, Suite 2100  
Los Angeles, CA 90017

## FORMS AND ENDORSEMENT SCHEDULE

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

Form Number	Form Name
EXL 0001 0615	Commercial Excess Liability Declarations Page
EXL 1302 0610	Claim Notice with Eclaim Notice
EXL 0102 0110	Schedule of Underlying Policies
EXL 1323 0610	Sub-Limited Coverage Exclusion
EXL 0537 0110	Uninsured/Underinsured Motorist Exclusion
EXL 0907 0813	California Changes - Cancellation Non-Renewal
IL 1204 0115	TRIA Cap on Losses
IL 1214 0115	TRIA Disclosure - US
EXL 1001 0110	General Change Endorsement - Financial Services Exclusion
EXL 1001 0110	General Change Endorsement - Cancellation Endorsement
EXL 1001 0110	General Change Endorsement - The City of Salinas
EXL 0203 0813	Excess Liability Coverage Follow Form (Short Form)
IL 1007 0114	Signature Page
PN 0001 0110	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

# CLAIM NOTICE

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

In the event of claim to which this policy may apply, please give immediate notice in any of the following ways, to:

U.S. Insurance - Claims  
1221 Avenue of the Americas  
New York, NY 10020  
E-Mail addressed to: [insuranceclaims@sompo-intl.com](mailto:insuranceclaims@sompo-intl.com)

E-mail is the preferred method of receiving claim notice information, but any of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.

## SCHEDULE OF UNDERLYING POLICIES

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
Great American Insurance Company 1827326-02 07/01/2019 - 07/01/2020	Special Excess Liability Policy for Participants of the Alliant National Municipal Program	\$10,000,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury, or any combination thereof in excess of your Retained Limit. \$10,000,000 Completed Operations Hazard Aggregate Retained Limit \$5,000,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof.
Berkley National Insurance Company CEX09600358-06 07/01/2019 - 07/01/2020	Excess	\$10,000,000 Each Occurrence \$10,000,000 Aggregate (Where Applicable) In Excess of Above
Scion Insurance Services on behalf of Certain Underwriters at Lloyd's (Brit Syndicate 2987) SCP1002519 07/01/2019 - 07/01/2020	Excess	\$5,000,000 Each Occurrence \$5,000,000 Aggregate (Where Applicable) In Excess of Above

## **SUB-LIMITED COVERAGE EXCLUSION**

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

It is agreed that this insurance policy shall not apply in excess of any “sub-limited” coverage(s) that are included within, or are a part of, any “underlying insurance” scheduled in this policy. “Sub-limited” coverage(s) are defined as any coverage(s) having limits of insurance less than the limit(s) of any “underlying insurance” included in the schedule of underlying policies.

This endorsement does not change any other provision of the policy.

# **UNINSURED / UNDERINSURED MOTORIST EXCLUSION**

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

This insurance does not apply to any obligation of the insured under a No Fault, Uninsured Motorist or Supplementary Uninsured/Underinsured Motorist Law, or under any similar law, regulation or ordinance.

This endorsement does not change any other provision of the policy.

# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

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

The following is added to the policy:

## A. Cancellation

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. Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or

- (2) Discovery of fraud by:

- (a) Any insured or his or her representative in obtaining this insurance; or

- (b) You or your representative in pursuing a claim under this policy.

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

- (2) Discovery of fraud or material misrepresentation by:

- (a) Any insured or his or her representative in obtaining this insurance; or

- (b) You or your representative in pursuing a claim under this policy.

- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

- (6) A determination by the Commissioner of Insurance that the:

- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

- (b) Continuation of the policy coverage would:

- (i) Place us in violation of California law or the laws of the state where we are domiciled; or

- (ii) Threaten our solvency.

- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
  - (8) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
  - (9) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse.
  - (10) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
  - (3) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  - (4) 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.
  - (5) If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Nonrenewal**

1. If we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing.

This endorsement does not change any other provision of the policy.  
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# ENDORSEMENT

Named Insured: Authority for California Cities Excess Liability Policy Number: EXC10004079306  
(ACCEL)

Endorsement

Endorsement

Effective Date: July 01, 2019

Number: N/A

12:01 AM Standard Time at the address of the  
Named Insured as shown in the Declarations.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer 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.

"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:

The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

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.



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Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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# ENDORSEMENT

Named Insured: Authority for California Cities Excess Liability Policy Number: EXC10004079306  
(ACCEL)

Endorsement

Effective Date: July 01, 2019

12:01 AM Standard Time at the address of the  
Named Insured as shown in the Declarations.

Endorsement

Number: N/A

## DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

It is agreed that:

SCHEDULE: Terrorism Premium (Certified Acts): \$ 3,100

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium (shown in the Schedule above), if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act as amended and reauthorized. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% in 2015 and decreases its share 1% each calendar year to a total of 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year) and 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.

## ENDORSEMENT



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Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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# GENERAL CHANGE ENDORSEMENT

<b>Named Insured:</b>	Authority for California Cities Excess Liability (ACCEL)		
<b>Policy No.:</b>	EXC10004079306	<b>Endorsement Effective Date:</b>	07/01/2019
<b>Issued By:</b>	Endurance Risk Solutions Assurance Co.	<b>Endorsement No.:</b>	1

## FINANCIAL SERVICES EXCLUSION

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

### FINANCIAL SERVICES EXCLUSION

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” arising out of, resulting from or caused by the rendering of or the failure to render financial services by any insured to others.

For the purpose of this exclusion, financial services include the following types of activities:

1. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, wire transfer agent or agent for the purpose of accomplishing any activity listed in paragraphs 2. through 10. below.
2. Planning, managing, administering, advising on or acting in a fiduciary capacity for:
  - a. Any investment, trust, pension, annuity, savings account, checking account, individual retirement plan, fund or account, welfare fund, mutual fund, or any other similar financial account;
  - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
  - c. The trading or brokerage of securities, commodities, or currencies; or
  - d. Any acquisitions, mergers, dissolutions or other business consolidations or expansions.
3. Lending, or arranging for the loan of, money, including leasing or mortgage operations or activities.
4. Application for, approval of, maintenance of, termination of or collection on credit card operations.
5. Repossession, foreclosure or subsequent sale of real or personal property from a borrower or acting as an assignee for the benefit of creditors.
6. Checking or reporting of credit.

7. Maintaining of or providing information concerning financial accounts, records or balances.
8. Tax planning, tax advising or the preparation of tax returns.
9. Selling or issuing travelers checks, certified checks, bank checks or money orders.
10. Administering or leasing safe deposit or lock boxes.
11. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan (including nursing, medical, dental, psychiatric or laboratory service, health facility management, or other health maintenance or cost containment programs), including applications, receipts or binders:
  - a. The assumption of any obligation;
  - b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;
  - c. Advising, inspecting, reporting or making recommendations;
  - d. Effecting coverage; or
  - e. Investigating, defending or settling any claim or "suit".
12. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.
13. Auditing of accounts or records of others; or
14. Performing any claim, investigative, adjustment, engineering or inspection service for a fee.

This exclusion does not apply to:

- (a) Typographical errors;
- (b) Clerical errors in deposits into or withdrawals from customers' accounts;
- (c) Clerical errors in disclosing financial information; or
- (d) Other acts, errors or omissions of a clerical nature.

This endorsement does not change any other provision of the policy.

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

A handwritten signature in black ink that reads "Patricia Calder". The signature is written in a cursive style with a large initial "P".

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Authorized Representative

# GENERAL CHANGE ENDORSEMENT

<b>Named Insured:</b>	Authority for California Cities Excess Liability (ACCEL)		
<b>Policy No.:</b>	EXC10004079306	<b>Endorsement Effective Date:</b>	07/01/2019
<b>Issued By:</b>	Endurance Risk Solutions Assurance Co.	<b>Endorsement No.:</b>	2

## Cancellation Amendment

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

It is hereby agreed that the California Changes – Cancellation and Nonrenewal endorsement, EXL 0907 is amended as follows:

1. Paragraph A.2. b. and 3.b.(2) are deleted and replaced by the following:

2. All Policies In Effect For 60 Days Or Less

b. 90 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

b.(2) 90 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

2. The following is added and supersedes any provisions to the contrary:

### NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 90 days, but not more than 120 days, before the expiration or anniversary date.

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



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Authorized Representative

# GENERAL CHANGE ENDORSEMENT

<b>Named Insured:</b>	Authority for California Cities Excess Liability (ACCEL)		
<b>Policy No.:</b>	EXC10004079306	<b>Endorsement Effective Date:</b>	07/01/2019
<b>Issued By:</b>	Endurance Risk Solutions Assurance Co.	<b>Endorsement No.:</b>	3

## Exclusion - The City of Salinas

### THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

In accordance with the terms and conditions of the policy, it is understood and agreed that the policy is amended as follows:

1. This insurance does not apply to any "loss", cost or expense that is based upon, arises out of, directly or indirectly, in whole or in part, or in any way involves "loss", claim, suit, or other proceeding against the Member(s) listed below:

The City of Salinas

This Exclusion applies regardless of whether or not coverage for the Member(s) listed above is afforded by the "controlling underlying insurance".

2. This Policy shall not recognize reduction or exhaustion of the "underlying insurance" by any claim or suit or payment of "loss", cost or expense excluded by this Endorsement.

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



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Authorized Representative

# **EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)**

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. The words “we”, “us” and “our” refer to the Company providing this insurance. The word “insured” means any person or organization qualifying as such in the “first underlying insurance” which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

## **INSURING AGREEMENTS**

### **I. COVERAGE**

We will pay on behalf of the insured the amount of “loss” covered by this insurance in excess of the “underlying limits of insurance” subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the “first underlying insurance” in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the “first underlying insurance.” In no event shall this policy provide broader coverage than is provided by any policy in the “underlying insurance” shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

### **II. LIMITS OF INSURANCE**

- A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all “loss” arising out of any one occurrence to which this policy applies.
- B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all “loss” that is subject to an aggregate limit provided by the “first underlying insurance” and shall apply in the same manner as the aggregate limits provided by the “first underlying insurance”.
- C. This policy applies only in excess of the “underlying limits of insurance” and only after the “underlying limits of insurance” have been exhausted.

### **III. DEFENSE**

We will follow the Defense provisions of the “first underlying insurance”. In the event there are no Defense provisions contained in the “first underlying insurance”, we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for “loss.” If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

### **IV. PREMIUM**

If any additional premium charge is made to the “underlying insurance” during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

### **V. DEFINITIONS**

- A. “Loss” means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to “bodily injury” and “property damage”, after making proper deductions for all recoveries and salvage.

- B. “Underlying limits of insurance” means the sum of the limits of all applicable “underlying insurance” listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

## **VI. CONDITIONS**

### **A. Changes**

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

### **B. First Named Insured Duties**

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

### **C. Maintenance of “Underlying Insurance”**

During the period of this policy, you agree to keep all “underlying insurance” in full force and effect and that the “underlying limits of insurance” will be maintained, except to the extent such limits may be reduced or exhausted by payment for “loss” covered by “underlying insurance.” If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

### **D. Notice of Occurrence**

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the “underlying limits of insurance” are exhausted solely by payment of “loss”, no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

### **E. Other Insurance**

If other insurance applies to a “loss” that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

### **F. Conformity to Statute**

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

### **G. When “Loss” is Payable**

Coverage under this policy will not apply unless and until the insured or the insured’s “underlying insurance” is obligated to pay the full amount of the “underlying limits of insurance.”

When the amount of “loss” has finally been determined, we will promptly pay on behalf of the insured the amount of “loss” falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.



Endurance Risk Solutions Assurance Co.  
1221 Avenue Of the Americas  
New York, NY 10020

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

A handwritten signature in black ink that reads "Richard M. Appel".

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Senior Vice President

A handwritten signature in black ink that reads "Christopher Spanio".

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President

## U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") 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 website - <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.