

IMPORTANT NOTICE

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO VISIT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG. THE NAIC – THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS – IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE: [HTTPS://NAIC.ORG/STATE_WEB_MAP.HTM](https://NAIC.ORG/STATE_WEB_MAP.HTM).

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL

INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07-LASLI/LASLI.CFM.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

ADVISORY NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL

["OFAC"]

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

Please read this Policyholder Notice carefully.

OFAC of the U.S. Department of Treasury administers and enforces economic and trade 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 U.S. Treasury's web site (<http://www.treas.gov/ofac>).

In accordance with OFAC regulations, if it is determined that you or another insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is identified by OFAC as a Specially Designated National and Blocked Person, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Privacy Policy
Last Updated: June 1, 2024

I. Who Are We?

Sutton Specialty Insurance Company (“Sutton Specialty”) is an insurance company headquartered in Delray Beach, Florida, USA.

If you have any questions or comments about this Privacy Policy or our practices, or wish to make a request regarding your Personal Information, please contact us as follows:

Sutton Specialty Insurance Company
110 E. Atlantic Ave.
Suite 330
Delray Beach, Florida 33444
Phone: 888-846-4238
contact@suttonnational.com

II. What is Covered by This Privacy Policy?

This Privacy Policy describes Sutton Specialty’s policies and practices regarding its collection and use of your personal data and sets forth your privacy rights. This Privacy Policy applies both to our online information gathering and dissemination practices in connection with this website and its various pages (the “Site”), and personal information we collect or receive offline, whether directly from you or from other sources. When you use the Site, you consent to the use of your information in the manner specified in this Privacy Policy.

If you have arrived at this Privacy Policy by clicking through a link on our Site, or by searching for or clicking on a link directing you to any page of our Site, then this Privacy Policy applies to you. This policy may change periodically, as we undertake new personal data practices or adopt new privacy policies, so please check back from time to time. By your continued use of the Site, you consent to the terms of the revised policy.

Use of our Site is strictly limited to persons who are of legal age in the jurisdictions in which they reside. You must be at least eighteen (18) years of age to use our Site. If you are not at least 18 years of age, please do not use or provide any information through this Site.

This Privacy Policy does not apply to any website owned and/or operated by or on behalf of any other entity, including any entities that may have invested in our company or other affiliates or business partners, even if our Site posts a link to those other websites and you click through from our Site. To the extent that you visit and/or disclose information through other sites, you are subject to the privacy policies and practices of those sites.



III. What Personal Information Do We Collect, From Where, And Why?

The following is a description of: (i) the categories of Personal Information we may have collected in the preceding 12 months, whether offline or online; (ii) the sources from which we may have collected it; and (iii) the business purposes for which we may have collected it.

A. Information we do NOT knowingly collect.

We do not knowingly solicit, collect, or receive information from or about minors (under the age of eighteen) or persons residing outside the U.S.A.

B. Information that You provide to us directly.

Through our Site or for Customer Service

You may choose to voluntarily submit or otherwise disclose personal information to us (e.g., name, email address, phone number, and a personalized message about your inquiry), through the "Contact Us" features on our Site, or through mail, e-mail, telephone, fax or electronically. If you initiate contact or correspond with us, we may keep a record of your contact information and correspondence, whether oral or written, and we reserve the right to use your contact information, and any other information that you provide to us in your message, to respond thereto or to offer customer service and attempt to resolve your request or inquiry.

If you wish to change or correct any information voluntarily submitted to us, please do so by contacting us in the manner described above.

When Applying for our Product or Creating a Contract with Us

You may submit information to us when you apply for services or products that we offer and/or create an account with us. This information typically includes your name, email address, address, phone number, date of birth, social security number, income information, and account information, bank account information, login and passcode, lawsuit or judgment information, insurance information, etc. We use this information to respond to your inquiries and requests; provide support services to you; assess your satisfaction with our services; protect against and detect fraud in relation to your contract. We use this information to determine whether to issue a contract and to administer contracts when issued. We may need similar information to change the owner designation of the contract, support a change of address, or other administrative requirements.

Disbursing Proceeds to You

If we are paying a claim for one of our products, we or our delegees may collect certain information about you or your name, contact information, address, bank account information, and other related facts. We use this information to administer contracts when issued, to determine when you are eligible for payment on a claim, and to make payments on claims.



When Applying for a Job with Us

You may choose to voluntarily submit information to us when you apply to work for us as an employee or independent contractor. This information typically includes your name, email address, address, phone number, resumé (including but not limited to, employment history, education information, skills, interests). We use this information to evaluate your application.

C. Information from Third Parties acting on your behalf.

We may receive and maintain personal information (e.g., name, address, telephone number, email address, date of birth, social security number, account numbers, account balances, account values, investments, financial or banking information.) contained in communications with someone other than you, such as your spouse, power of attorney, authorized representative, custodians or your attorney.

D. Information we receive from our Service Providers.

We receive and maintain personal information from our Service Providers. Service Providers are persons or entities that we contract with to provide a material service in connection with property and casualty insurance products. Information that we typically may receive includes IP address, web activity, geolocation, residential address, phone number, financial information, letter vendors, bankruptcy activity letter correspondence, and email communications.

E. Information automatically collected by Use of this Site.

As with most websites, our Site automatically collects certain information during a user's visit to the Site. The information may include internet protocol (IP) addresses, the location where the device is accessing the internet, browser type, operating system and other information about the usage of the Site, including a history of pages viewed. We use this information to improve the Site's design, estimate user volume and usage patterns, speed up searches, and improve the user experience by customizing options and recognizing return users. We may also use this information to help diagnose problems with our server and to administer our website, analyze trends, track visitor movements, and gather broad demographic information that assists us in identifying visitor preferences. More specifically:

(i) IP Address

Each time you visit our Site, we may automatically collect your internet protocol (IP) address and the web page from which you came. In order to administer and optimize the Site for you and to diagnose and resolve potential issues with or security threats to our Site or to the company, we may use an IP address to help identify users and to gather broad demographic information about them.

(ii) Cookies, Pixel Tags, and Web Beacons

Cookies (browser or flash) are small files that a site or its service provider transfers to your device through your web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. We use cookies to optimize Site functionality and improve a user's experience while navigating through the Site. Most or all browsers permit you to disable or reject cookies. You can do this by adjusting your preferences in the browser. **You can also click on the "Privacy and Cookies Policy" banner at the bottom of the Site and adjust Cookie Settings to accept or reject certain cookies used by our Site.**

Our Site may incorporate "pixel tags," "web beacons," or similar tracking technologies (collectively, "pixel tags") that track the actions of Site users. Pixel tags are used to collect information, such as the internet service provider, IP address, the type of browser software and operating system being used, the date and time the Site is accessed, the website address, if any, from which a user linked directly to the Site and/or the website address, if any, to which the user travels from the Site and other similar traffic-related information.

We may aggregate information collected from Site visits by various users to help us improve the Site and the services that we provide through the Site.

(iii) Do Not Track

Our Site tracks when visitors to our website enter through a marketing landing page. The Site also keeps a record of third-party websites accessed when a user is on our Site and clicks on a hyperlink. But we do not track users to subsequent sites and do not serve targeted advertising to them.

(iv) Analytics Information

Web servers for the Site may gather certain anonymous navigational information about where visitors go on our Site and information about the technical efficiencies of our Site and services. Anonymous information does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual. Examples of anonymous information may include certain information about the internet browser, domain type, service provider and IP address information collected through tracking technologies and aggregated or de-identified data. We use anonymous analytics information to operate, maintain, and provide to you the features and functionality of the Site.

We use Google Analytics ("GA") and other analytics tools for aggregated, anonymized website traffic analysis. In order to track session usage, Google drops a cookie with a randomly generated ClientID in a user's browser. This ID is anonymized and contains no identifiable information like email, phone number, name, etc. We also send Google IP Addresses. We use GA to track aggregated website behavior, such as what pages a user looked at, for how long, etc. This information helps us improve the user experience and



determine Site effectiveness. You have the option to delete your cookies and/or install the [Google Analytics Opt-Out Browser Add-On](https://tools.google.com/dlpage/gaoptout). (<https://tools.google.com/dlpage/gaoptout>).

IV. What Personal Information Do We Share with Others?

A. We Do Not Sell Personal Information.

We do not sell any of your Personal Information. Except as described in this Privacy Policy, we also do not disclose to third-parties information about your visits to our Site. **Accordingly, Sutton Specialty has not sold Personal Information since the acquisition of the company on January 1, 2019, by its new owners.**

We do not knowingly collect and do not, and will not, sell Personal Information of minors under 18 years of age without first obtaining affirmative authorization.

B. Sharing Information with our Affiliates and Service Providers.

We may share your non-public personal information and other information that we have collected with our affiliates and Service Providers.

Service Providers are persons and entities that we contract with to provide us a material service in connection with our business activities. Our Service Providers include law firms, accounting firms, accounts receivable management companies, data analytics companies, location service companies, delivery services, technological support companies, banks, or other financial institutions.

In connection with providing business services to us, one or more of our Service Providers may have access to your non-public personal information. This personal information will not be used for any purpose other than as reasonably necessary to perform a business purpose that we authorize, and it will not be further used by the Service Provider or disclosed to any Third Party.

C. Sharing Information with our Investors.

We may share your non-public personal information and other information that we have collected with entities that invest in our company. This information may include a name, address, phone number, e-mail address, date of birth, social security number, financial or banking information, credit information, account numbers, account balances, payment information, information contained on credit, service, or product applications, insurance applications or claims, etc.

An investor may have access to, receive, or use this information for purposes of auditing, risk management, and in connection with the shared services the investor offers to us as a portfolio



company, including accounting, legal, capital markets, data analytics, human resources, information technology and marketing services.

D. Sharing Personal Information at Your Direction.

We may share your personal information with Third Parties to whom you authorize us in advance to intentionally disclose to or allow to use your personal information in connection with the services that we provide.

E. Sale of our Company or Company Assets.

In the event of a sale, assignment, liquidation, or transfer of our assets or of any portion of our business, we reserve the right to transfer any and all information that we collect from individuals, or that we otherwise collect in connection with use of the Site, to unaffiliated third party purchasers.

F. Monitoring, Law Enforcement and Legal Requests.

We reserve the right, at all times, to monitor, review, retain and/or disclose any information, including non-public personal information, as may be necessary to satisfy any applicable law, regulation, legal process or governmental request or to cooperate with or comply with requests from law enforcement and other authorities. We may also use such personal information if required to internally investigate fraud or when it is necessary to protect the Site, the company, our affiliates, or others.

G. Our Internal Use and Research

We reserve the right to use and disclose de-identified information; anonymized information; aggregated information or publicly available information that has not been combined with nonpublic personal information for purposes including, but not limited to, our own internal use, data mining, and research.

V. How Do We Protect Personal Information?

We take reasonable security procedures and practices appropriate to protect personal Information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We maintain physical, electronic and procedural safeguards designed to protect against the unauthorized disclosure of personal information, and personal information is disposed of properly and securely utilizing industry standards. Our data security policies and practices are periodically reviewed and modified as necessary.



VI. Terms of Use

Please also visit our [Terms of Use](#) section establishing the use, disclaimers, and limitations of liability governing the use of our Site.

**** THE INFORMATION BELOW APPLIES TO CALIFORNIA RESIDENTS ****

VII. Your Rights Under The California Consumer Privacy Act.

A. The CCPA and “Personal Information.”

The California Consumer Privacy Act (“CCPA”), effective as of January 1, 2020, grants privacy rights to California consumers in connection with their Personal Information.

Personal Information (“PI”) is “information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.”

A consumer has rights regarding his/her PI when dealing with a covered business, including:

- A right to know what PI is collected regardless whether electronically or orally, used, shared or sold by the business;
- A right to access PI collected and retained by the business;
- A right to require businesses and, by extension, their service providers, to delete PI, subject to certain exceptions;
- A right to opt-out of the business’ sale of PI; and
- A right to non-discrimination in terms of pricing or service for choosing to exercise a privacy right under the CCPA.

B. Consumer Right to a Notice of Collection.

A business subject to the CCPA must, at or before the point of collection of PI, inform a consumer as to the categories to be collected and the purposes for which it shall be used. A service provider that receives or collects PI on behalf of, or at the direction of, a covered business may not be required to provide a notice of collection.

C. Consumer Right to Know.

A covered business must disclose in its privacy policy the PI it has collected, sold, or disclosed for a business purpose in the past 12 months.

Collection: A business must disclose the following in response to a verifiable request:

- The categories of PI the business has collected about the consumer;
- The categories of sources from which that PI was collected;
- The business or commercial purpose for collecting or selling PI;
- The categories of third parties with which the business shares PI; and
- The specific pieces of PI the business has collected about the consumer making the request;

Sale: A business that sells PI or discloses it for a business purpose must disclose, in response to a verifiable request, the following:

- The categories of PI collected about the individual consumer
- The categories of PI the business sold about the individual consumer, and the categories of third parties to which it was sold. Or, if the business has not sold any of the consumer's PI, it must state that fact.
- The categories of PI the business has disclosed about the individual consumer for a business purpose. Or, if the business has not disclosed the consumer's PI for a business purpose, it must state that fact.

D. Consumer Right to Delete Directed to a Covered Business.

A California consumer has the right to request that a covered business delete his/her PI, subject to certain exceptions. Once a request is reasonably verified by the covered business, the PI requested to be deleted must be removed from the records held by that business. The business must also direct its Service Providers with whom the information was shared to also delete the information, unless it is subject to an exception.

A request to delete may be denied if retaining the information is necessary for the business or its Service Providers to:

1. Complete the transaction for which it collected the PI, provide a good or service requested by the consumer, take action reasonably anticipated within the context of the ongoing business relationship with the consumer, or otherwise perform a contract with the consumer.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumer's relationship with the business.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of the information that are compatible with the context in which the consumer provided it.

E. Consumer Right to Non-Discrimination.

A business must not discriminate against a consumer who exercises CCPA rights. A business may charge different prices or provide a different quality of goods or services, but only if the difference is reasonably related to the value provided to the consumer by the consumer's data. A business may offer financial incentives to a consumer for the collection, sale, or deletion of personal information on a prior, opt-in consent basis.

F. Consumer Right to Opt-Out.

A covered business that sells PI to third parties must provide notice to consumers and clearly inform them of the right to opt out of the sale. A business that sells PI also must provide a "Do Not Sell My Personal Information" link on its internet homepage that links to a webpage that enables the consumer to opt out of the sale of his or her PI.

A business is prohibited from selling the PI of a consumer the business knows is less than 16 years of age, unless (for a child between 13 and 16 years of age) the child has affirmatively authorized the sale or (for a child less than 13 years of age) the child's parent or guardian has affirmatively authorized the sale.

G. Privacy Policy Requirements.

A covered business must include the following in its online privacy policy, which should be updated every 12 months:

- A description of consumer CCPA rights, including the right to opt out of the sale of PI and a separate link to a "Do Not Sell My Personal Information" internet webpage if the business sells PI;
- The method(s) by which a CCPA request can be submitted; and
- A list of the categories of PI the business has collected, sold, or disclosed for a business purpose in the preceding 12 months.



VIII. How Do I Make a CCPA Request?

A. Instructions for Submitting a Request.

If you are a California consumer and wish to make a CCPA request to us, you may submit your request by:

Fill out a Form on our Website: <https://suttonnational.com/privacy-requests>

Call us, Toll-Free, at: 1-877-201-1125

We will confirm receipt of your request within 10 days of receiving it. The confirmation will provide a ticket number for your request, information about how we will process and attempt to verify your request, and by when you should expect to receive a response.

Note that we are only required to respond to your request to know - for access or data portability – two times in any 12-month period.

We are required to keep records of your CCPA request for at least 24 months, including any assigned ticket number, the request date and nature of the request, the manner in which the request was made, the date and nature of our response, and the basis for the denial of the request if the request is denied in whole or in part.

B. We Need to Verify Your CCPA Request.

We need to be reasonably sure that the person making the request regarding your PI is you, or a representative that you have authorized to make a request on your behalf.

We cannot respond to your request or provide you with PI if we cannot verify your identity or your authority to make a request on behalf of another person. Accordingly, at the time you submit your request, we will request that you provide us certain information, such as your full name, date of birth, and address, that will allow us to attempt to reasonably verify you are either the person about whom we collected PI or an authorized representative of that person.

To the extent possible, we will not ask you for new PI to verify your request but will instead attempt to use the verification data you provide to cross-check information available in existing records. If we are unable to verify your request without requesting new PI, we will delete that new information as soon as practical after processing your CCPA request, except as may be required to comply with the CCPA's request record retention requirements.

You are not required to create an account with us to verify your request. We will only use PI you provide for verification to attempt to verify your identity or your authority to make the request for another person.

Please note that certain requests require different levels of verification, depending on the sensitivity of the information at issue. For example, if you request to know the specific pieces of information we hold, and not just the categories, we will require, in addition to matching data points, your submission of a written declaration under penalty of perjury that you are the consumer whose PI is the subject of the request. In addition, certain pieces of information, such as a social



security number, driver's license number or other government-issued identification number, or financial account information, will not be disclosed in response to a CCPA request.

If you wish to authorize someone else to act on your behalf, we must receive proof that this person is authorized to do so. Proof can be provided by a consumer verifying his/her own identity directly with us and then providing written authority for a designated person to act on the consumer's behalf, or through receipt of a power of attorney or proof that the person is registered with the California Secretary of State as your designated authorized representative. You may also make a verifiable consumer request on behalf of your minor child.

C. Our Response to Your CCPA Request.

Within 10 days of receipt of your CCPA request, we will provide an initial confirmation of receipt with an assigned ticket number by email or U.S. Mail.

If you submit a Request to Delete, we must re-confirm your choice to delete the specified information after your request has been verified and before the data is deleted.

We strive to provide a response to a verifiable consumer request within 45 days of its receipt, regardless of the time it takes to verify the request. If we need additional time, we will inform you of the reason.

We will send our response to your request by U.S. mail or email, at your option. Any information we provide will cover only the 12-month period preceding receipt of your request.

If we cannot respond to or comply with your Request to Know or Request to Delete, say because we cannot verify your identity or because an exception applies, we will explain our reasoning and decision in our response.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded, and we have informed you in writing of the reasoning behind a charge and its estimated cost. We will provide a cost estimate before completing your request if we determine that a charge is warranted.

IX. How Do I Get Information Regarding Pending CCPA Requests?

If you have any questions about a pending CCPA request, please contact us as follows, and provide your ticket number:

Call us, Toll-Free, at: 1-888-846-4238

E-mail Us at: contact@suttonnational.com



EXCESS FOLLOW FORM

DECLARATIONS

- Item 1** (a) **Named Insured:** Authority for California Cities Excess Liability (ACCEL)

(b) **Address of Named Insured:** 560 Mission Street, 6th Floor
San Francisco, CA 94105

- Item 2** **Policy Period:** From: July 1, 2025

To: July 1, 2026

All days herein unless otherwise specified at 12:01 am prevailing time at address of **Named Insured**

- Item 3** **Retroactive Date:** None

- Item 4** (a) **Followed Policy:**

 - Lead Insurers: Great American E&S Insurance Company / StarStone Specialty Insurance Company
 - Policy Numbers: 1827326-10/APEICS1827326-10
 - Coverage: Special Excess Liability
 - Policy Period: From: July 1, 2025
 - To: July 1, 2026
 - Limits of Liability: US\$10,000,000 Each Occurrence, Offense or Wrongful Act
 - US\$10,000,000 Products-Completed Operations Aggregate
 - US\$40,000,000 General Aggregate

(b) **Underlying Policy(ies):** Per Endorsement 1, Schedule of Excess Policy(ies)
Section I – Schedule of Underlying Policy(ies)

(c) **Quota Share Policy(ies):** Per Endorsement 1, Schedule of Excess Policy(ies)
Section II – Schedule of Quota Share Policy(ies)

- Item 5** **Limits of Liability:**

(a) Each Occurrence, Claim or Loss US\$5,000,0000



AESIR INSURANCE SERVICES, LLC

POLICY NO.: AESIR-275-AEFF3-ACCEL-02-2025

(b) Aggregate US\$10,000,000

Item 6 Underlying Limits:

(a) Each Occurrence, Claim or Loss US\$57,500,000

(b) Aggregate US\$57,500,000

Which in turn is excess of various insurances, reinsurances and/or retentions as more fully set forth in the **Followed Policy**

Item 7 Notices: (a) All Notices of Occurrences, Claims or Losses:

Aesir Insurance Services, LLC
2323 N. Akard Street, #3101
Dallas, TX 75201

claims@aesirinsurance.com

(b) All Other Notices:

Aesir Insurance Services, LLC
2323 N. Akard Street, #3101
Dallas, TX 75201

underwriting@aesirinsurance.com

Item 8 (a) Premium: US\$320,000 (for 100% Flat Annual)

(b) **Minimum Earned Premium:** US\$112,000 or 35%

(c) Commission Nil

Item 9 The Company(ies) and Percentages of Risk Assumed (If Multiple Companies): 100% Sutton Specialty Insurance Company
110 E. Atlantic Avenue, Suite 330
Delray Beach, FL 33444

Item 10 Authorized Representative: Aesir Insurance Services, LLC
2323 N. Akard Street, #3101
Dallas, TX 75201



AESIR INSURANCE SERVICES, LLC

POLICY NO.: AESIR-275-AEFF3-ACCEL-02-2025

- Item 11** Application Date: N/A
- Item 12** Policy Form: AEsir AEFF-03 (Ed. 11/24)
- Item 13** Endorsements: 1 - 8 at Policy Issuance

California Premium:	\$320,000.00
Non-Taxable Fees:	\$8,000.00
Taxable Fees:	\$20,000.00
Surplus Lines Tax:	\$10,200.00
Stamping Fee:	\$612.00



AS USED THROUGHOUT THIS POLICY, "**COMPANY**" REFERS TO THE RISK-BEARING ENTITY OR ENTITIES SET FORTH IN ITEM 9 OF THE DECLARATIONS, INCLUDING THE PERCENTAGES OF RISK ASSUMED BY EACH ENTITY IF MORE THAN ONE. USE OF THIS TERM IN THE SINGULAR THROUGHOUT SHALL INCLUDE THE PLURAL AS DENOTED BY ITEM 9, UNLESS THE CONTEXT OTHERWISE CLEARLY INDICATES.

EXCESS FOLLOW FORM

INSURING AGREEMENTS

1. COVERAGE

The **Company** (as stated in Item 9 of the Declarations) hereby agrees, subject to the terms, conditions, exclusions and limitations contained herein, to pay those sums which the **Named Insured** shall be obligated to pay as damages by reason of liability arising out of the hazards covered by, and as more fully defined in, the **Followed Policy** (as stated in Item 4(a) of the Declarations); provided always, however, that this Policy shall not apply unless and until the **Underlying Policy(ies)** (as set forth in Item 4(b) of the Declarations and further specified in Endorsement No. 1, Section I, "Schedule of **Underlying Policy(ies)**" to this Policy) have paid or been held liable to pay the full amount of their respective limit(s) of liability for loss(es) that would be covered by this Policy, but for its attachment, in accordance with Insuring Agreement 2.

Except as otherwise provided in this Policy, the **Company** further agrees that this coverage will follow the same terms, definitions, conditions, exclusions and limitations as are, at the inception hereof, contained in the **Followed Policy**.

Notwithstanding the foregoing, in the event that any of the following amendments are subsequently made to the terms, definitions, exclusions and conditions of the **Followed Policy** in effect at inception hereof:

- (a) any change which is subject to an additional premium charge;
- (b) the inclusion of an additional coverage extension endorsement; or
- (c) any change to the insuring agreements, definitions, conditions, exclusions or limitations which is intended to broaden the scope of coverage already provided, other than **Named Insureds** or Insureds added without an added premium charge;

then such amendment(s) shall not be binding upon the **Company** unless otherwise agreed in writing by the **Company**.



2. LIMITS OF LIABILITY

The **Company** shall be liable only to pay sums up to:

US\$ (as stated in Item 5(a) of the Declarations) in respect of each Occurrence, Claim or Loss subject to a limit of

US\$ (as stated in Item 5(b) of the Declarations) in the aggregate, and is the most the **Company** will pay for any reason, irrespective of the number of hazards insured, Occurrences, Claims or Losses during the **Policy Period** (as stated in Item 2 of the Declarations),

but liability shall attach to the **Company** only after the **Underlying Policy(ies)** have paid or been held liable to pay the full amount of their respective limit(s) of liability for loss(es) that would be covered by this Policy, but for its attachment, as follows:

US\$ (as stated in Item 6(a) of the Declarations) in respect of each Occurrence, Claim or Loss, but

US\$ (as stated in Item 6(b) of the Declarations) in the aggregate during the **Policy Period**, separately in respect of each hazard insured with an aggregate limit in the **Followed Policy**,

which in turn is excess of various insurances and/or retentions as more fully set forth in the **Followed Policy**.

If any **Limits of Liability** of this Policy are written on a quota-share basis as set forth in Item 5 of the Declarations, the **Company's** liability under this Policy is solely for its proportionate or quota share of the applicable **Limits of Liability** as set forth in Item 5. The **Company** is not responsible for the percentage share of the layer, or limits of liability, of any **Quota Share Policy(ies)** that for any reason, including insolvency or failure of the **Named Insured** or any Insured to maintain the policy, does not respond in respect of all or part of its obligation. Further, the **Company's** liability under this Policy is several and not joint, and in no event shall the **Company** be liable for any amount of the proportionate or quota share of any **Quota Share Policy(ies)**.

CONDITIONS

1. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the **Underlying Policy(ies)** shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment by **Underlying Policy(ies)** of any Loss(es) which would be covered by this Policy but for its attachment. In the event of the **Named Insured's** failure to maintain the **Underlying Policy(ies)** in full force and effect and except with respect to the aforementioned aggregate reduction,



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coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

2. DEFENSE, ASSISTANCE AND COOPERATION

- (a) The **Company** shall have the right and duty to defend any claim, suit or proceeding against an Insured seeking damages to which this Policy applies only if both of the following requirements are satisfied:
- (i) all applicable **Underlying Limits** as stated in Item 6 of the Declarations have been exhausted by actual payment of loss(es) that would be covered by this Policy, but for its attachment; and
 - (ii) the terms and conditions of all **Underlying Policy(ies)** and **Quota Share Policy(ies)** (as set forth in Item 4(c) of the Declarations and further specified in Endorsement No. 1, Section II, "Schedule of **Quota Share Policy(ies)**" to this Policy) obligate such insurers to assume the defense or settlement of such claim, suit or proceeding.
- (b) If Paragraph 2(a) above is not applicable, and if the terms and conditions of one or more **Underlying Policy(ies)** and/or **Quota Share Policy(ies)** give such insurers the right but not the duty to assume charge of the defense or settlement of any claim, suit or proceeding against an Insured, then the **Company** shall have the right but not the duty to assume charge of the defense or settlement of any claim, suit or proceeding against the Insured upon exhaustion of all applicable **Underlying Limits**, whether payment of such limits is by underlying insurers and/or the **Named Insured** or any Insured.
- (c) If the **Company** does not exercise the right to assume charge of such defense or settlement, or if the applicable **Underlying Limits** are not exhausted, then the **Company** shall have the right and shall be given the opportunity to associate with the **Named Insured**, the underlying insurer(s), or both, in the defense and control of any claim, suit or proceeding that appears reasonably likely to involve this Policy.
- (d) The **Named Insured**, the Insured and the **Company** shall cooperate in all things in the defense and control of any claim, suit or proceeding to which this Policy may be called upon to respond.
- (e) The **Company's** assumption of the defense, or invocation of the right to associate in the defense and control, of any claim, suit or proceeding against any Insured shall not be deemed in any way an admission that the subject claim, suit or proceeding is covered by this Policy, in whole or in part.
- (f) If the **Company** assumes the duty to defend under Paragraphs 2(a) or 2(b) above, that duty shall end once the **Limits of Liability** as stated in Item 5 of the Declarations have been paid out or tendered by the **Company**.



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- (g) As a condition precedent to any rights under this Policy, neither the **Named Insured** nor any Insured shall settle any claim, suit or proceeding for an amount within the **Limits of Liability** without the written consent of the **Company**, which consent shall not be unreasonably delayed or withheld.

3. CANCELLATION

This Policy may be canceled by the first **Named Insured** listed in Item 1(a) of the Declarations of this Policy by e-mailing, mailing or delivering to the **Authorized Representative** at the address set forth in Item 7(b) of the Declarations of this Policy advance written notice of cancellation. This Policy may be canceled by or on behalf of the **Company** by e-mailing, mailing or delivering to the first **Named Insured** at the address set forth in Item 1(b) of the Declarations of this Policy, written notice stating when thereafter, not less than fifteen (15) days in the event any **Premium** is not paid when due, and not less than sixty (60) days in all other cases, cancellation shall be effective. In all cases, notices shall be effective upon receipt. It is agreed that the first **Named Insured** shall act on behalf and serve as representative of all Insureds with respect to giving and receiving notice of cancellation. The **Policy Period** shall terminate on the date and hour specified in such notice, but in no event prior to the date such notice is received.

If this Policy is canceled by the first **Named Insured**, the **Company** shall return ninety percent (90%) of the unearned portion of the **Premium** calculated on a pro rata basis unless a **Minimum Earned Premium** is set forth in Item 8(b) of the Declarations of this Policy, in which case the **Company** shall retain the **Minimum Earned Premium** and return the difference, if any, between the **Minimum Earned Premium** and the unearned portion of the **Premium** calculated on a pro rata basis.

If this Policy is canceled by the **Company**, the **Company** shall return to the first **Named Insured** the unearned portion of the **Premium** calculated on a pro rata basis.

Notwithstanding any other provision in this Policy, in the event that a financial strength rating is issued (1) below "A-" (A minus) by A.M. Best Co., or (2) below "BBB" by Standard & Poor's Ratings Services, for a **Company** (hereinafter "**Credit Rating Downgrade**"), this Policy may be canceled by the first **Named Insured** by e-mailing, mailing or delivering written notice to the **Authorized Representative**, or by surrender of this Policy to the **Company** or the **Authorized Representative**. If this Policy is canceled by the first **Named Insured** after such **Credit Rating Downgrade**, the **Company** shall retain the pro rata proportion of the **Premium** herein. Such notice shall be effective upon receipt by the **Authorized Representative**.

Payment or tender of any unearned **Premium** by the **Company** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

4. OTHER INSURANCE



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If other valid and collectible insurance is available to the **Named Insured** covering 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 shall apply in excess of and shall not contribute with such other insurance.

5. NOTICE OF OCCURRENCE, CLAIM OR LOSS

As a condition precedent to any rights under this Policy, whenever the **Named Insured** or an Insured has information from which they may reasonably conclude that an Occurrence, Claim or Loss potentially covered hereunder involves injuries or damages which, in the event that an Insured should be held liable, is reasonably likely to involve this Policy, the **Named Insured** shall e-mail, mail or deliver notice to the **Company** via the **Authorized Representative** at the address stated in Item 7(a) of the Declarations as soon as practicable. Such notice shall be effective upon receipt.

6. NON-FOLLOW FORM

Notwithstanding the terms, conditions and exclusions or limitation of this Policy, in no event shall this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following or similar clauses or provisions in the **Followed Policy**:

- (a) Liberalization Clause;
- (b) notice provisions for
 - (i) cancellation,
 - (ii) non-renewal, or
 - (iii) change in terms;
- (c) crisis-management or crisis-response provisions;
- (d) accident-insurance provisions;
- (e) sublimit of liability (unless coverage for such sublimit is specifically endorsed to this Policy); or
- (f) Service of Suit Clause or Endorsement.

7. RESTRICTIVE AS UNDERLYING AND QUOTA SHARE

Notwithstanding the terms, conditions, exclusions and limitations of this Policy, if either



- (a) any **Underlying Policy(ies)** other than the **Followed Policy** (hereinafter "**Intervening Policy(ies)**"), or
- (b) any **Quota Share Policy(ies)**,

contain any warranties, terms, conditions, exclusions or limitations more restrictive than this Policy or the **Followed Policy**, whether on the effective date of this Policy or at any time during the **Policy Period** of this Policy, then this Policy shall be deemed to follow those most restrictive warranties, terms, conditions, exclusions or limitations in such **Intervening Policy(ies)** and/or **Quota Share Policy(ies)**.

8. QUOTA SHARE LIMIT

It shall be a condition precedent to any rights under this Policy that neither the **Named Insured** nor any Insured shall call upon the **Company** to assume any amount of the proportionate share of liability of any **Quota Share Policy(ies)**.

9. MATERIALITY AND RATIFICATION OF ARBITRATION AND GOVERNING LAW

If this Policy contains an arbitration and/or governing-law clause, the **Named Insured** acknowledges that such clauses, and their applicability and validity, are material to the underwriting of the risk covered by this Policy. Both the **Named Insured** and the **Company** represent and warrant that they will fully honor the terms of these clauses, and cooperate in all things to preserve the applicability and validity of both clauses. Accordingly:

- (a) It shall be a condition precedent to any rights under this Policy that neither the **Named Insured** nor any Insured shall take any action to challenge the applicability or validity of such arbitration or governing-law clause.
- (b) If called upon by the **Company** to do so, it shall be a further condition precedent to any rights under this Policy that the **Named Insured** shall fully reaffirm, ratify and agree in writing such arbitration and/or governing-law clause according to their terms, including after any dispute, controversy or claim arises under this Policy.
- (c) If either of such arbitration or governing-law clause is declared void or otherwise unenforceable by any court, this Policy shall be subject to rescission for failure of a material element of the risk, and the **Company** shall pay or tender the relevant premium to the **Named Insured** as soon as practicable.

10. SANCTION LIMITATION

The **Company** shall not be deemed to provide cover, and the **Company** shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover,



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payment of such claim or provision of such benefit would expose the **Company** or the **Authorized Representative** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States, including but not limited to sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

The inclusion of this Section 10. shall not give rise to an inference that this Policy would otherwise apply to such actual or alleged liabilities, or that such liabilities may form any part of covered Loss.

11. UNDERWRITING INCORPORATION

This Policy is issued in consideration of the payment of the **Premium** set forth in the Declarations, and in reliance upon the **Named Insured's** representations to the **Company**, including statements in any application (whether formal or informal), schedules submitted and incorporated therein, any renewal applications (including schedules), and all supplementary and/or accompanying information or documents (whether considered "confidential" or otherwise), which shall be deemed material to the underwriting of the risk, and incorporated herein. By accepting this Policy, the **Named Insured** warrants that such representations are accurate and complete.

IN WITNESS WHEREOF, the **Company** has caused this Policy to be signed by its duly appointed **Authorized Representative**.

AARON B. TILLEY
CHIEF EXECUTIVE OFFICER
ÆSIR INSURANCE SERVICES, LLC



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ENDORSEMENT 1

SCHEDULE OF EXCESS POLICY(IES)

Section I – Schedule of Underlying Policy(ies)

Coverage	Insurer / Policy Number	Limits of Insurance
Retained Limit	Per Endorsement 2, Schedule of Member Agencies Endorsement	\$15,000,000 Per Occurrence, Offense, or Wrongful Act
Special Excess Liability	Great American E&S Insurance Company Policy # 1827326-10 StarStone Specialty Insurance Company Policy # APEICS1827326-10	\$10,000,000 Per Occurrence, Offense, or Wrongful Act \$10,000,000 Completed Operations Hazard Aggregate \$40,000,000 Annual Policy Aggregate
Excess Liability	Gemini Insurance Company Policy # CEX09600358-12	\$10,000,000 Each Occurrence \$40,000,000 Annual Policy Aggregate
Excess Liability	Midvale Indemnity Company Policy # PEF-172343050-02	\$5,000,000 Each Occurrence \$20,000,000 Annual Policy Aggregate
Excess Liability	Continental Indemnity Company Policy # JCI25NPX-01050-05	\$2,500,000 Each Occurrence \$10,000,000 Annual Policy Aggregate
Excess Liability	Upland Specialty Insurance Company Policy # USXPE1009425	\$2,00,000 Each Occurrence \$8,000,000 Annual Policy Aggregate
Excess Liability	Vantage Risk Specialty Insurance Company Policy # AUR-PE-002073-00	\$2,500,000 Each Occurrence \$10,000,000 Annual Policy Aggregate
Excess Liability	Allied World National Assurance Company Policy # 0306-8014	\$5,500,000 Each Occurrence \$22,000,000 Annual Policy Aggregate
Excess Liability	StarStone Specialty Insurance Company Policy # CSX00103068P-01	\$5,000,000 Each Occurrence \$20,000,000 Annual Policy Aggregate

Section II – Schedule of Quota-Share Policy(ies)

Not Applicable

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 2

SCHEDULE OF MEMBER AGENCIES ENDORSEMENT

The most we will pay under this Policy for or on behalf of any Insured for any Occurrence, Claim or Loss is the **Limits of Liability** set forth in Item 5(a) of the Declarations, solely in excess of the applicable **Retained Limit** as set forth in the Schedule below.

Insured	Retained Limit
City of Anaheim, including: The City of Anaheim acting as the Successor Agency to the Anaheim Redevelopment Agency; Anaheim Housing Authority; Anaheim Stadium Incorporated; Anaheim Public Improvement Corporation; Community Center Authority; and the Anaheim Housing and Public Improvement Authority	\$15,000,000
City of Bakersfield, including: Successor Agency of the Dissolved Bakersfield Redevelopment Agency; Greater Bakersfield CVB; Greater Bakersfield Community Land Trust	\$15,000,000
City of Burbank, including: Successor Agency to the Redevelopment Agency of the City of Burbank, City of Burbank's Olive I and Olive II Power Generation Facilities; City of Burbank's Lake I Power Generation Facility	\$15,000,000
City of Modesto, including: City of Modesto Redevelopment Successor Agency Oversight Board	\$15,000,000
City of Mountain View, including: City of Mountain View Capital Improvement Financing Authority; Shoreline Regional Park Community	\$15,000,000
City of Ontario, including: The Successor Agency to the Ontario Redevelopment Agency; City of Ontario Housing Authority; City of Ontario Planning Commission; City of Ontario Recreation and Parks Commission; Ontario City Library Board of Trustees; City of Ontario Museum Board; Ontario Industrial Development Authority; Ontario Redevelopment Financing Authority; Ontario Public Financing Authority	\$15,000,000
City of Palo Alto, including: Palo Alto Public Improvement Corporation	\$15,000,000
City of Santa Barbara	\$15,000,000
City of Santa Monica, including: Santa Monica Redevelopment Agency Successor Agency; Santa Monica Housing Authority; Santa Monica Parking Authority; Santa Monica Big Blue Bus	\$15,000,000
City of Visalia	\$15,000,000

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 3

ARBITRATION AND CHOICE-OF-LAW ENDORSEMENT (JAMS/CA)

Any dispute, claim or controversy arising out of or relating to this Policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") as the Rules exist on the effective date of this Policy, and in accordance with the expedited procedures set forth therein, including Rules 16.1 and 16.2.

Within 30 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator to act as Chair within 30 days of their selections. The third arbitrator shall be an attorney with at least 20 years of active litigation experience, and have previously served as Chair or sole arbitrator in at least 10 arbitrations that have proceeded to a reasoned award following a hearing on the merits. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules and this agreement to arbitrate. All arbitrators shall serve as neutral, independent and impartial arbitrators. Each party shall communicate its choice of a party-appointed arbitrator only to the JAMS Case Manager in charge of the filing. Neither party is to inform any of the arbitrators as to which of the parties may have appointed any of them.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including all hearings, except as may be necessary to prepare for or conduct the arbitration hearings, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

In any arbitration arising out of or related to this Policy, the arbitrators are not empowered to award punitive or exemplary damages, and the parties mutually waive any right to recover any such damages. In any arbitration arising out of or related to this Policy, the arbitrators may not award any incidental, indirect or consequential damages, including damages for lost profits.

In any arbitration arising out of or related to this Policy, the arbitrators shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by that party in connection with the arbitration. If the arbitrators determine a party to be the prevailing party under circumstances where that party won on some but not all of the claims and counterclaims, the arbitrators shall award that party an appropriate percentage of the costs and attorneys' fees reasonably incurred by that party in connection with the arbitration.

Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude

parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Policy and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Policy evidences a transaction involving interstate commerce. Accordingly, notwithstanding the applicable substantive law, any arbitration conducted pursuant to the terms of this agreement to arbitrate shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 4

AMENDMENT TO CANCELLATION ENDORSEMENT

It is understood and agreed that only the first paragraph of Condition 3 of this Policy is hereby deleted and replaced with the following:

3. CANCELLATION

This Policy may be canceled by the first **Named Insured** listed in Item 1(a) of the Declarations of this Policy by e-mailing, mailing or delivering to the **Authorized Representative** at the address set forth in Item 7(b) of the Declarations of this Policy advance written notice of cancellation. This Policy may be canceled by or on behalf of the **Company** by e-mailing, mailing or delivering to the first **Named Insured** at the address set forth in Item 1(b) of the Declarations of this Policy, written notice stating when thereafter, not less than ten (10) days in the event any **Premium** is not paid when due, and not less than ninety (90) days in all other cases, cancellation shall be effective. In all cases, notices shall be effective upon receipt. It is agreed that the first **Named Insured** shall act on behalf and serve as representative of all Insureds with respect to giving and receiving notice of cancellation. The **Policy Period** shall terminate on the date and hour specified in such notice, but in no event prior to the date such notice is received.

.....

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 5

REQUIRED NOTICE CONDITION

It is understood and agreed that the following is hereby added to Conditions 5., Notice of Occurrence, Claim or Loss:

Notwithstanding the foregoing, it shall be a further condition precedent to coverage for any Occurrence, Claim or Loss under this Policy that the **Named Insured** shall e-mail, mail or deliver notice to the **Company** via the **Authorized Representative** at the address stated in Item 7(a) of the Declarations as soon as practicable if any **Executive Officer** of the **Named Insured** or any Insured receives a Claim, or has knowledge of an Occurrence, Loss or any event which may give rise to a Claim (irrespective of any apparent liability), whenever the Claim, Occurrence, Loss or event involves any of the following:

1. death;
2. traumatic head injury;
3. any injury requiring hospitalization for more than thirty (30) days;
4. injuries resulting in paraplegia or quadriplegia;
5. partial or total loss of eyesight;
6. third-degree burns covering twenty-five percent (25%) or more of the body;
7. any claim for which the qualified self-insurance services provider or an employee has recommended a reserve (including expense) equal to thirty-three percent (33%) or more of the retained limit;
8. any traumatic loss of or surgical amputation of any limb;
9. any claim made where the damages demanded equal or exceed the retained limit;
10. any claim, or the commencement of any criminal investigation or prosecution, alleging sexual misconduct of any kind; or
11. any claim, or the commencement of any criminal investigation or prosecution, alleging an employment-related practices violation.

The written notice shall contain as much of the following information as is available, and be updated timely:

1. the specific conduct or breach of duty (actual or alleged);
2. the date of such actual or alleged conduct or breach;
3. the injury or damage which has or may result from such actual or alleged conduct or breach;
4. the identity of the Insured who may be the subject of the claim;
5. the identity of the potential claimants;
6. the anticipated location of the claim to be made; and
7. the circumstances by which the Insured first became aware of the potential claim.

For purposes of this Endorsement, "**Executive Officer**" means the Chairman of the Board, Chief Executive, Operating, Financial and Administrative Officers, Managing Director, and any Vice President (including, without limitation, Executive and Senior levels) and any manager in the Risk Management, Insurance or Law Department; if any of such designations are not applicable, the equivalent level personnel shall be substituted.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 6

LIMITED DROP-DOWN ENDORSEMENT

It is understood and agreed that the minimum applicable attachment for coverage provided under this Policy in the event of the erosion or exhaustion of any applicable underlying insurance is as follows:

Minimum Attachment: USD \$15,000,000

This Policy shall apply only in excess of the greater of: (a) the available underlying insurance, including the **Underlying Policy(ies)** set forth in Item 4(b) of the Declarations, or (b) the **Minimum Attachment**. Any amounts within such **Minimum Attachment** shall be self-insured by the **Named Insured** for each and every Occurrence, Claim or Loss to the extent that insufficient underlying insurance is available.

This Policy shall only recognize erosion of the **Underlying Policy(ies)** where any applicable aggregate limit(s) or reinstatement(s) is reduced or exhausted by actual payment of damages covered by this Policy, or which would be covered by this Policy but for its attachment.

For the purposes of this Endorsement, the applicable aggregate limits of the underlying insurance shall not be reduced or exhausted for any other reason, including but not limited to, uncollectibility (in whole or in part) of such underlying insurance.

In the event the **Named Insured** fails to maintain such underlying insurance, the **Company** shall only be liable to the same extent as if such underlying insurance were maintained.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.



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ENDORSEMENT 7

TRIA DISCLOSURE AND ELECTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

I hereby elect to purchase terrorism coverage for a prospective premium of USD \$ Nil.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder's Signature: _____

Insurance Company: Sutton Specialty Insurance Company

Print Name: _____

Policy No.: AESIR-275-AEFF-ACCEL-02-2025

Date: _____



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ENDORSEMENT 8

U.S. TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) ENDORSEMENT

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

In consideration of an additional premium of USD \$ NIL included and paid as part of the policy premium, it is hereby noted and agreed with effect from inception that any Terrorism exclusion otherwise applicable shall not apply to any "insured loss" directly arising from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002," as amended ("TRIA").

The coverage afforded by this Endorsement is only in respects of any "insured loss" of the type otherwise covered by this Policy directly arising from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at the date and time on which the TRIA program is scheduled to terminate or the expiry date of the Policy, whichever occurs first, and shall not cover any losses or events that arise after the earlier of these dates.

Any terrorism exclusion otherwise included in the Policy directly or by reference applies in full force to any other losses, acts or events that are not included in the TRIA definition of an "act of terrorism."

The Company will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) including, but not limited to, the application of any clause which results in a cap on the Company's liability for payment of terrorism losses.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.