

# ACCEL

## AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY

### FOLLOW FORM EXCESS LIABILITY Memorandum of Coverage Declarations

**Memorandum Number:** MOC0720 – FFXS MOC

**Item 1.**

**Coverage Provider:**

**Authority for California Cities Excess Liability (ACCEL)**

c/o Alliant Insurance Services

100 Pine Street, 11<sup>th</sup> Floor

San Francisco, CA 94111

**Covered Parties: The ACCEL Member Agencies listed below, including any affiliated departments or agencies of these Member Agencies that are listed in the ACCEL Declarations Pages and amendments thereto:**

- City of Anaheim
- City of Bakersfield
- City of Burbank
- City of Modesto
- City of Monterey
- City of Mountain View
- City of Ontario
- City of Palo Alto
- City of Salinas
- City of Santa Barbara
- City of Santa Cruz
- City of Santa Monica
- City of Visalia

**Item 2.**

**Coverage Period:** July 1, 2020 to July 1, 2021

12:01 a.m. Pacific Time

**Item 3.**

**Limits Of Liability:**

\$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 in excess underlying insurance and the “Retained Limit”.

\$5,000,000 Completed Operations Hazard Annual Aggregate

**Item 4. Limits Of Underlying Policies:**

Per Schedule of Underlying Policies (See Endorsement No. 1)

**Item 5. NOTICES TO THE Coverage Provider:**

At the address and numbers shown at the top of the Declarations Page.

**Item 6. Memorandum of Coverage Form: MOC0720 – FFXS MOC**

**Item 7. Reinsurance:**

Everest Reinsurance Company reinsures the ACCEL Follow Form Excess Liability Memorandum of Coverage.

Reinsurance Certificate No.: FC10049109-2020

**NOTIFICATION OF LOSS REQUIREMENTS**

1. Claims reserved at 50% of our attachment point.
2. Claims involving the following specific injury criteria:
  - a. death;
  - b. multiple fractures;
  - c. brain injuries or damage;
  - d. spinal cord injuries;
  - e. extensive burns;
  - f. paralysis;
  - g. amputation;
  - h. blindness in one or both eyes; or
  - i. complicated birth cases leading to severe injury;
  - j. sexual misconduct or molestation - including allegations of assault, misconduct, rape and related offenses;
  - k. third party claims involving law enforcement activities;
  - l. multiple injuries arising out of one occurrence, including but not limited to; massive internal injuries or multiple fractures involving more than one member or multiple claimants;
  - m. any claim assigned a trial date, as soon as the trial date is on the court calendar
3. Class action lawsuits.
4. Any claim file established that does not necessarily fall into the above criteria but has characteristics in which the Company's claims department feels there could be significant potential development.

New Claims and All Subsequent Correspondence:

Report all claims and claims related correspondence (everything):

Claim Info ClaimInfo@everestre.com

Everest Re's OPS set it up and redirect it to the appropriate EvRe claim file.

The doc is then posted into the Examiner's Q.

Reserves and payments:

Examiners have their personal payment/settlement authority

Amounts above that require management authority.

Up to \$1M (incurred for that file) needs approval from both the immediate manager and the Claim VP.

Above \$1M: Large Claim Report (LCR) for distribution to all department managers and U/Ws.

Assignments:

Fac: Either Neal Phenes or Christie Lilly

Neal Phenes Neal.Phenes@everestre.com

Christie Lilly Christie.Lilly@everestre.com

Billing inquiries should go to examiner with EvRe Claim #. (if this is omitted, the response will be delayed). The examiner will know who in Reinsurance Accounting may need to provide and answer.

**THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, FOR THIS MEMORANDUM OF COVERAGE AND THE FOLLOWED POLICY, INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH WHETHER DIRECTLY OR THROUGH PUBLIC FILING, AND THE MEMORANDUM FORM ATTACHED HERETO, CONSTITUTE THE MEMORANDUM OF COVERAGE.**

Date: July 1, 2020 \_\_\_\_\_  
MO/DAY/YR.

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

# SCHEDULE OF UNDERLYING POLICIES

## Endorsement No. 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Carrier, Policy Number, & Period	Type of Coverage	Limits of Insurance
<b>CONTROLLING UNDERLYING POLICY(IES)</b>		
1. Great American E&S Insurance Company 1827326-03 07/01/2020 - 07/01/2021	Special Excess Liability Policy for the Alliant National Municipal Liability (ANML) Program	\$10,000,000 Completed Operations Hazard Annual Aggregate  \$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  <b>Retained Limit:</b> \$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.
<b>OTHER UNDERLYING POLICY(IES)</b>		
2. Allied World National Assurance Company 0312-4087 07/01/2020 - 07/01/2021	Excess Liability	\$5,000,000 Each Occurrence  \$5,000,000 Completed Operations Hazard Annual Aggregate  Excess of 1. above
3. Gemini Insurance Company CEX09600358-07 07/01/2020 - 07/01/2021	Excess Liability	\$5,000,000 Each Occurrence  \$5,000,000 Aggregate Limit (Where Applicable)  Excess of 2. above

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

# ACCEL

## AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY

### FOLLOW FORM EXCESS LIABILITY

#### Memorandum of Coverage

Memorandum Number: MOC0720 – FFXS MOC

In consideration of the payment of premium and in reliance upon the statements in the **Declarations** of this Memorandum of Coverage, ACCEL agrees as follows:

#### I. COVERAGE

This Memorandum of Coverage shall provide the Covered Parties with Excess Liability pooled self-insurance coverage for Ultimate Net Loss in accordance with the terms, conditions, definitions and exclusions contained, on the Inception Date of this Memorandum of Coverage, in the **Controlling Underlying Policy**, further subject to any terms, conditions, definitions and exclusions of this Memorandum of Coverage, including any endorsements attached hereto, inconsistent with or supplementary to the **Controlling Underlying Policy**.

#### II. LIMITS OF LIABILITY

- A. Where an amount is stated for the aggregate limit of liability in **Item 3** of the **Declarations** of this Memorandum of Coverage, that amount is the most ACCEL will pay for all Ultimate Net Loss covered under this Memorandum of Coverage with respect to coverage subject to an aggregate limit of liability in the **Controlling Underlying Policy**. The aggregate limit(s) of liability under this Policy apply in the same manner as the aggregate limit(s) of liability in the **Controlling Underlying Policy**.
- B. Subject to **A.** above, the limit of liability stated in **Item 3** of the **Declarations** of this Memorandum of Coverage is the most ACCEL will pay for all Ultimate Net Loss arising out of any one Occurrence, Wrongful act or offense as stated in the **Controlling Underlying Policy**.
- C. Defense costs covered by this Memorandum of Coverage shall reduce the limits of liability stated in **A.** and **B.** above to the extent defense costs reduce the limits of liability of any **Underlying Policy**.

#### III. RETENTION

- A. The Limits of Liability stated in **Item 3** of the **Declarations** of this Memorandum of Coverage apply in excess of:
  - 1. The total limits of liability of the **Underlying Policies** applicable on a per occurrence, per claim or per loss basis, but in no event less than the total per occurrence, per claim or per loss limits of liability of the **Underlying Policies** stated in **Item 4** of the **Declarations** of this Memorandum of Coverage.
  - 2. The total limits of liability of the **Underlying Policies** applicable on an aggregate basis, but in no event less than the aggregate limits of liability of the **Underlying Policies** stated in **Item 4** of the **Declarations** of this Memorandum of Coverage.
- B. This Memorandum of Coverage will only apply in excess of any reduced or exhausted limits of liability of the **Underlying Policies** to the extent that such reduction or exhaustion is caused by payment of amounts on account of occurrences, claims or loss that are covered under this Memorandum of Coverage.

**The Limits of Liability and Retention apply separately on a per Occurrence basis to each Named Member Agency, inclusive of its affiliated departments or agencies of these Member Agencies that are listed in the ACCEL Declarations Pages and amendments thereto.**

**IV. DEFINITIONS**

The following Definitions apply to this Memorandum of Coverage:

- A. Controlling Underlying Policy** means the policy described in Endorsement No. 1 of the **Declarations** of this Memorandum of Coverage.
- B. Underlying Policies** means each of the policies that are scheduled in the Schedule of Underlying Policies in Endorsement No. 1 of the **Declarations** of this Memorandum of Coverage and any other applicable underlying coverage, including any self-insured retentions or retained limits.

**V. CONDITIONS**

**A. CANCELLATION**

The Named Covered Parties Insured stated in **Item 1** of the **Declarations** or ACCEL shall have the right to cancel this Policy in accordance with the cancellation provisions of the **Controlling Underlying Policy**.

**B. APPEALS**

If the Covered Party or the Covered Party's underlying insurers do not appeal a judgment in excess of the total applicable limits of Underlying Insurance, ACCEL may elect to do so. If the ACCEL appeals, it will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Liability of this Memorandum of Coverage incidental to such an appeal.

**C. CHANGES IN CONTROLLING UNDERLYING POLICY OR INTERVENING POLICY**

If during the Policy Period of this Memorandum of Coverage, the terms, conditions or exclusions of the **Controlling Underlying Policy** or an Intervening Policy are changed in any manner from those in effect on the Inception Date of this Memorandum of Coverage, the Covered Party shall give immediate written notice of the full particulars thereof to ACCEL; such changes will be binding upon the ACCEL absent objection by the ACCEL within ten (10) calendar days.

**D. MAINTENANCE OF UNDERLYING INSURANCE**

While this Memorandum of Coverage is in effect, the Covered Party agrees to maintain the **Underlying Policies** in full force and effect. The Covered Party's failure, or the failure of others, to comply with this **Condition D** will not invalidate this Memorandum of Coverage, but in the event of such failure, ACCEL will only be liable to the same extent as if there had been compliance. In the event of the bankruptcy, insolvency, inability or unwillingness of any underlying insurer to pay claims covered by Underlying Policies we will be liable only to the same extent we would have been liable had the underlying insurer fully paid such claims.

**E. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The Covered Party shall give written notice as soon as practicable to ACCEL, at the address set forth in **Item 1** of the **Declarations** of this Memorandum of Coverage of any occurrence, offense, claim or suit likely to involve this Memorandum of Coverage. Notice to an underlying insurer shall not constitute notice to ACCEL of this Memorandum of Coverage.

**F. OTHER INSURANCE**

If other valid and collectible insurance is available to the Covered Party covering a loss also covered by this Memorandum of Coverage, other than a Memorandum of Coverage that is specifically written

to apply in excess of this Memorandum of Coverage, the insurance afforded by this Memorandum of Coverage shall apply in excess of and shall not contribute with such other insurance.

**VI. EXCLUSIONS**

The following Exclusions in the Reinsurance certificate of coverage applicable to this Memorandum of Coverage are incorporated herein by reference and are applicable to this Memorandum of Coverage:

- War Risk Exclusion Clause
- Cyber Exclusion
- Organic Pathogens Exclusion
- Wage and Hour Exclusion
- Terrorism Exclusion
- Sub-Limited Coverage Exclusion

**IN WITNESS WHEREOF**, the Insurer has caused this Memorandum of Coverage to be signed by its duly authorized officer.

Signed by:



\_\_\_\_\_  
**Signature**

**Everest Reinsurance Company**

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938

**Facultative Reinsurance**

Contract No. : FC10049109-2020-1  
Prior Contract No.: New  
Certificate No. : FC10049109-2020

(A member of the Everest Re Group)

**Does hereby reinsure : AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)**

(CEDING COMPANY)

(Herein called the Company) in respect to the COMPANY's policy hereinafter described in consideration of the payment of the premium, and subject to terms, conditions and amount of liability set forth herein as follows:

**Company's Policy No. : MOC0720 - FXS MOC**  
**SOURCE : AmWINS Insurance Brokerage of California, LLC**  
**INSURED NAME : AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)**  
**REINSURANCE PERIOD : 07/01/2020 TO 07/01/2021**

**COVERAGE:****BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY****LOCATION OF RISK:****CALIFORNIA****SECTION A - COMPANY'S POLICY LIMITS:****See Attached****SECTION B - COMPANY'S RETENTION:****NIL****SECTION C - REINSURANCE ACCEPTED:****See Attached****ESTIMATED EXPOSURE****ORIGINAL RATE****EVEREST RE PREMIUM****MIN PREMIUM****\$ 1,000,000.00 Net USD****\$ 250,000.00****COMMISSION****BROKERAGE**

**NON-ADJUSTABLE PREMIUM**  
 **ADJUSTABLE PREMIUM**

**ADJUSTMENT PERIOD****INSTALLMENT PREMIUMS**

<b>DUE DATE</b>	<b>AMOUNT DUE</b>	<b>DUE DATE</b>	<b>AMOUNT DUE</b>
<b>08/01/2020</b>	<b>\$ 1,000,000.00</b>		
<b>TOTAL PREMIUM : \$ 1,000,000.00 USD</b>			

DocuSigned by:

834BDBCE57F54D6

**AUTHORIZED SIGNATURE****COUNTER SIGNED AT FAC CASUALTY CHICAGO****DATED: 7/23/2021**

**Everest Reinsurance Company**

Home Office:  
 477 Martinsville Road, P.O. Box 830  
 Liberty Corner, NJ 07938



**Facultative Reinsurance**

Contract No. : FC10049109-2020-1  
 Prior Contract No.: New  
 Certificate No. : FC10049109-2020

(A member of the Everest Re Group)

**SECTION A - COMPANY'S POLICY LIMITS:**

\$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 IN EXCESS UNDERLYING INSURANCE AND OF YOUR "RETAINED LIMIT"

\$5,000,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

REINSURANCE LIMITS APPLY PER PARTICIPATING NAMED INSURED.

**UNDERLYING INSURANCE:**

\$20,000,000 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

\$20,000,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

**Excess of:**

\$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

RETENTION INCLUDES INDIVIDUAL PARTICIPATING MEMBERS RETAINED AMOUNTS.

**SECTION C - REINSURANCE ACCEPTED:**

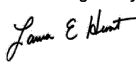
\$5,000,000 ANY ONE OCCURRENCE, WRONGFUL ACT OR OFFENSE FOR BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS ERRORS AND OMISSIONS, EMPLOYMENT PRACTICES LIABILITY, OR PERSONAL INJURY OR ANY COMBINATION THEREOF IN EXCESS UNDERLYING INSURANCE AND OF YOUR "RETAINED LIMIT"

\$5,000,000 COMPLETED OPERATIONS HAZARD ANNUAL AGGREGATE

REINSURANCE LIMITS APPLY PER PARTICIPATING NAMED INSURED.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>Page No.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	2
<b>SOURCE</b>	<b>EFFECTIVE DATE</b>
AmWINS Insurance Brokerage of California, LLC	07/01/2020
<b>INSURED NAME</b>	
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	

DocuSigned by:  
  
 834BDBC57F54D6  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

1. The Company warrants to retain for its own account, subject to Treaty Reinsurance, the amount of liability specified in Section B and the liability of EVEREST REINSURANCE specified in Section C shall follow that of the Company and, except as otherwise provided by this Certificate, shall be subject in all respects to all the terms and conditions of the Company's policy except such as may purport to create a direct obligation of EVEREST REINSURANCE to the original insured or anyone other than the Company.
  2. The Company shall furnish EVEREST REINSURANCE with a copy of its policy and all endorsements thereto and agrees to notify EVEREST REINSURANCE promptly of all changes which in any manner affect this reinsurance, and shall make available for inspection and place at the disposal of EVEREST REINSURANCE at reasonable times any of its records relating to this reinsurance or claims in connection therewith.
  3. Prompt notice shall be given by the Company to EVEREST REINSURANCE of any occurrence or accident which, without regard to liability, appears likely to involve this reinsurance and while EVEREST REINSURANCE does not undertake to investigate or defend claims or suits it shall nevertheless have the right and be given the opportunity to associate with the Company and its representative at EVEREST REINSURANCE's own expense in the defense and control of any claim, suit or proceeding which may involve this reinsurance with the full cooperation of the Company.
  4. All claims covered by this reinsurance, when settled by the Company, shall be binding on EVEREST REINSURANCE which shall be bound to pay its proportion of such settlements. In addition, EVEREST REINSURANCE shall pay its proportion of expense (other than Company salaries and office expenses) incurred by the Company in the investigation and settlement of claims or suits as follows:
    - (a) With respect to reinsurance provided on an excess of loss basis, in the ratio that EVEREST REINSURANCE's loss payment bears to the Company's gross loss payment.
    - (b) With respect to reinsurance provided on a pro rata (or quota shares) basis, in the ratio that EVEREST REINSURANCE's limit of liability bears to the Company's gross limit of liability.
- EVEREST REINSURANCE will also pay its proportion of court costs and interest on any judgment or award, such proportion to be on the same basis as set forth in (a) and (b) above, provided EVEREST REINSURANCE has given prior consent to such trial proceedings.
5. EVEREST REINSURANCE's agreement to promptly pay its proportion of loss and expense incurred by the Company is predicated upon receipt by it of a satisfactory proof of such loss and expense from the Company.
  6. EVEREST REINSURANCE will be paid or credited by the Company with its proportion of salvages, i.e., reimbursement obtained or recovery made by the Company, less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on an excess of loss basis, salvage shall be applied in the inverse order in which liability attaches, as if recovery preceded any claim settlement.
  7. If any taxes are payable on the premiums ceded hereunder, they shall be paid by the Company.
  8. If the reinsurance hereunder attached prior to the date of acceptance, the Company warrants that there are no known or reported losses which might be recoverable under this Certificate as of the date this reinsurance is accepted.
  9. In the event of the insolvency of the Company, reinsurance under this Certificate shall be payable by EVEREST REINSURANCE on the basis of the liability of the Company without diminution because of such insolvency, directly to the Company or its liquidator, receiver, or statutory successor, except as otherwise provided by law. EVEREST REINSURANCE shall be given written notice of the pendency of each claim which may involve the reinsurance afforded by this Certificate within a reasonable time after such claim is filed in the insolvency proceeding. It shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where the claim is to be adjudicated, any defense which it may deem available to the Company or its liquidator, receiver, or statutory successor. The expense thus incurred by EVEREST REINSURANCE shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as a result of the defense undertaken by EVEREST REINSURANCE.
  10. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate. This Certificate may also be cancelled on a pro rata basis by either EVEREST REINSURANCE or the Company mailing or delivering to the other party written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.
  11. The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of EVEREST REINSURANCE.

In witness whereof, Everest Reinsurance Company has caused this Reinsurance Certificate to be signed by its President and Secretary at Liberty Corner, New Jersey, but this Certificate shall not be valid unless countersigned by a duly authorized representative of Everest Reinsurance Company.



Secretary



President

**Everest Reinsurance Company**

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938

**Endorsement**

Contract No. : FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC****WAR RISK EXCLUSION CLAUSE**

As regards interests which at time of loss or damage are on shore, no liability shall attach hereto in respect of any loss or damage which is occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, or martial law or confiscation by order of any government or public authority.

This War Exclusion Clause shall not, however, apply to interests which at time of loss or damage are within the territorial limits of the United States of America (comprising the fifty States of the Union and the District of Columbia and including bridges between the U.S.A. and Mexico provided they are under United States ownership), Canada, St. Pierre and Miquelon, provided such interests are insured under policies, endorsements or binders containing a standard war or hostilities or warlike operations exclusion clause.

Nevertheless, this clause shall not be construed to apply to loss or damage occasioned by riots, strikes, civil commotion, vandalism, malicious damage, including acts committed by agents of any government, party or faction engaged in war, hostilities or other warlike operation, provided such agents are acting secretly and not in connection with any operations of military or naval armed forces in the country where the interests insured are situated.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)</b>	<b>1</b>
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)</b>	<b>07/01/2020</b>
<b>BROKER NAME</b>	
<b>AmWINS Insurance Brokerage of California, LLC</b>	

President

DocuSigned by:  
*Laura E. Hunt*  
834BDBCE57F54D6...  
**AUTHORIZED SIGNATURE**

DATED: 7/23/2021

# Everest Reinsurance Company

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938



## Endorsement

Contract No.: FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC**

### CYBER EXCLUSION

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS CONTRACT, THIS CONTRACT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST OR EXPENSE OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH CYBER REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	2
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2020
<b>BROKER NAME</b>	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:  
  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

**Everest Reinsurance Company**

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938

**Endorsement**

Contract No. : FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC****ORGANIC PATHOGENS EXCLUSION**

1. Liability arising out of the actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen".

2. Any ultimate net loss, cost or expense arising out of any:

(a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen", or (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any organic pathogen.

As used herein, "Organic Pathogen" means any:

1. bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	3
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2020
<b>BROKER NAME</b>	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:  
*Laura E. Hunt*  
834BDBCE57F54D6  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

# Everest Reinsurance Company

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938



## Endorsement

Contract No.: FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC**

**ALAE TREATMENT**

**THIS ENDORSEMENT MODIFIES THIS CERTIFICATE IN REGARDS TO THE TREATMENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE AS FOLLOWS:**

**ALLOCATED LOSS ADJUSTMENT EXPENSE IS INSIDE THE SELF-INSURED RETENTION, INSIDE THE UNDERLYING LIMITS OF INSURANCE, AND INSIDE THE REINSURANCE LIMIT.**

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)</b>	<b>4</b>
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)</b>	<b>07/01/2020</b>
<b>BROKER NAME</b>	
<b>AmWINS Insurance Brokerage of California, LLC</b>	

President

DocuSigned by:  
*Laura E. Hunt*  
834BDBCE52F54D6  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

**Everest Reinsurance Company**

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938

**Endorsement**

Contract No.: FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC****NOTIFICATION OF LOSS REQUIREMENTS**

1. Claims reserved at 50% of our attachment point.
2. Claims involving the following specific injury criteria:
  - a. death;
  - b. multiple fractures;
  - c. brain injuries or damage;
  - d. spinal cord injuries;
  - e. extensive burns;
  - f. paralysis;
  - g. amputation;
  - h. blindness in one or both eyes; or
  - i. complicated birth cases leading to severe injury;
  - j. sexual misconduct or molestation - including allegations of assault, misconduct, rape and related offenses;
  - k. third party claims involving law enforcement activities;
  - l. multiple injuries arising out of one occurrence, including but not limited to; massive internal injuries or multiple fractures involving more than one member or multiple claimants;
  - m. any claim assigned a trial date, as soon as the trial date is on the court calendar
3. Class action lawsuits.
4. Any claim file established that does not necessarily fall into the above criteria but has characteristics in which the Company's claims department feels there could be significant potential development.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	5
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2020
<b>BROKER NAME</b>	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:  
*Laura E. Hunt*  
8345D9CE57F64D6  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

# Everest Reinsurance Company

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938



## Endorsement

Contract No. : FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC**

### TERRORISM EXCLUSION

Notwithstanding anything to contrary in this Agreement or anything to the contrary in any policy reinsured under this Agreement, this Agreement excludes any and all coverage, including, but not limited to, coverage for loss, damage, liability, cost, or expense whether arising by contract, operation of law or otherwise, that, in any way, form, or manner, directly or indirectly arises out of, is in connection with, or is related to, Terrorism.

For purposes of this exclusion, "Terrorism" shall be defined as any act or any omission, whether actual, alleged, or threatened, by any person, persons, private or government entity or entities, or any other type of organization of any nature whatsoever, whether known or unknown, that causes alarm, fright, fear of danger, or apprehension for public safety in any person, persons, entity, or entities and which act or omission appears to be for political, religious, ideological, or social purposes or motives.

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	6
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2020
<b>BROKER NAME</b>	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:  
  
834BDBCE57E54D6  
**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

# Everest Reinsurance Company

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938



# Endorsement

Contract No.: FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC**

### Sub-Limited Coverage Exclusion

This reinsurance does not apply in excess of any "sub-limited" coverage(s) that are included within, or are a part of, any underlying insurance 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

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)</b>	<b>7</b>
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
<b>AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)</b>	<b>07/01/2020</b>
<b>BROKER NAME</b>	
<b>AmWINS Insurance Brokerage of California, LLC</b>	

President

DocuSigned by:

834BDBCE57E54D6

**AUTHORIZED SIGNATURE**

**DATED:** 7/23/2021

**Everest Reinsurance Company**

Home Office:  
477 Martinsville Road,  
P.O. Box 830 Liberty Corner, NJ 07938

**Endorsement**

Contract No.: FC10049109-2020-1

(A member of the Everest Re Group)

**Ceding Co. Policy No. : MOC0720 - FXS MOC****WAGE AND HOUR EXCLUSION**

This reinsurance excludes any and all loss, liability or expense arising out of, based upon, relating to, or attributable to any violation (whether actual or alleged, in whole or in part) of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including, but not limited to the Fair Labor Standards Act) or amendments to or regulations promulgated under any such law(s) that governs wage, hour and payroll policies and practices – or any similar policies or practices – including but not limited to:

- a) the calculation, recordkeeping, timing or manner of payment of minimum wages, prevailing wage rates or other compensation alleged to be due and owing, including the refusal, failure or inability to pay wages or overtime pay for services rendered; or
- b) garnishments, withholdings or other deductions from wages; or
- c) improper payroll deductions with respect to any organization or person; or
- d) any claim due to improper classification of any organization or person for wage and hour purposes including, but not limited to instances where an organization or person is (mis)labeled as “exempt”; or
- e) child labor; or
- f) pay equity or comparable worth; or
- g) any claim or any tort arising out of any the foregoing including, but not limited to allegations of unfair business practice(s).

Nothing herein contained shall vary, alter or extend any provision or condition of the certificate other than as above stated.

<b>CEDING COMPANY</b>	<b>ENDORSEMENT NO.</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY POOL (ACCEL)	8
<b>INSURED NAME</b>	<b>EFFECTIVE DATE</b>
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)	07/01/2020
<b>BROKER NAME</b>	
AmWINS Insurance Brokerage of California, LLC	

President

DocuSigned by:  
*Laura E. Hunt*  
834BDBCE57F54D6  
**AUTHORIZED SIGNATURE**

DATED: 7/23/2021