

CALIFORNIA SURPLUS LINES 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 toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). 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 website at [www.naic.org](http://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 (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://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 effective 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.**



## POLICYHOLDER NOTICE

This notice is informational and is not part of your policy.

It is recommended that you review your policy carefully to determine your duties and obligations regarding claim or other reporting obligations you may have. We are providing the following contact information as a courtesy:

**IF YOU HAVE A COMPLAINT ABOUT YOUR POLICY, PLEASE USE THE FOLLOWING:**

**Phone:** 1-833-240-8996  
**Email:** [complaints@bowheadspecialty.com](mailto:complaints@bowheadspecialty.com)  
**Address:** **Attention: Legal Department**  
Bowhead Specialty  
667 Madison Ave, 5th Fl, New York, NY 10065

**TO REPORT A CLAIM OR POTENTIAL CLAIM, PLEASE USE THE FOLLOWING:**

**Phone:** 1-833-240-8996  
**Email:** [claims@bowheadspecialty.com](mailto:claims@bowheadspecialty.com)  
**Address:** **Attention: Claims Department**  
Bowhead Specialty  
667 Madison Ave, 5th Fl, New York, NY 10065

**YOUR INSURER:**

In the states of California, New York and Illinois, your insurance coverage will be provided by:

Homesite Insurance Company (NAIC #17221), One Federal Street, Suite 400 Boston, MA 02110-2003

In all other states, your insurance coverage will be provided by:

Homesite Insurance Company of Florida (NAIC # 11156) (in Florida dba Homesite Assurance Company), One Federal Street, Suite 400, Boston, MA 02110-2003

**BOWHEAD SPECIALTY:**

Bowhead Specialty is the Program Administrator for the Insurer. Policies are underwritten by one or more of the American Family Mutual Insurance Company, S.I. affiliated companies.

"Bowhead Specialty" is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, MO, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the following American Family Mutual Insurance Company, S.I., eligible surplus lines affiliates, Homesite Insurance Company and Homesite Insurance Company of Florida (when in Florida, Homesite Assurance Company). Products that are offered through the eligible surplus lines carriers are subject to premium taxes/fees and are not eligible for insurance guaranty fund protection.



# U.S. Treasury Department's Office of Foreign Assets Control (“OFAC”) Advisory Notice to All Policyholders

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

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

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

Foreign agents;

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

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

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



## POLICYHOLDER FRAUD WARNINGS

Your quote, binder and policy premium and coverage have been developed based on applications and materials you have provided as part of the underwriting process to your agent, broker, or producer. We have relied on such information to develop quote, binder and policy premium and coverage.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. Please see state specific fraud language below:

**Applicable in AL, AR, DC, LA, MD, NM, RI, and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

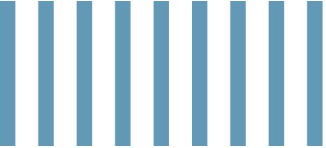
**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH, and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA, and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.



**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



Policy #: PEX-218734000-00  
 Renewal of Policy #: New

California Premium:	\$128,268.00
Non-Taxable Fees:	\$0.00
Taxable Fees:	\$0.00
Surplus Lines Tax:	\$3,848.04
Stamping Fee:	\$230.88

# Declarations

## Public Entity Excess Liability Insurance

Item 1.	Named Insured
Name:	Authority for California Cities Excess Liability (ACCEL)
Address:	c/o Alliant Insurance Services 560 Mission Street, 6th Floor
City/State/Zip:	San Francisco, CA 94105

Item 2.	Policy Period
From:	07/01/2023
To:	07/01/2024
	12:01 A.M. standard time at the mailing address of the <b>Named Insured</b> as shown above.

Item 3.	Limits of Insurance
Each Event:	\$2,500,000 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 underlying insurance and the Retained limit.
Aggregate:	\$2,500,000 Completed Operations Hazard Aggregate \$10,000,000 Annual Group All Member, All Lines of Business Aggregate

Item 4.	Controlling Underlying Insurance
	See Schedule A - Schedule of Underlying Amounts

Item 5.	Insurer
Name:	Homesite Insurance Company
Address:	1 Federal Street, Suite 400
City/State/Zip:	Boston, MA 02110

Item 6.	Premium
Minimum and Deposit Premium	\$ 128,268. Flat Premium. If new members join midterm, additional premium will be due.
TRIA Premium	Coverage for injury or damage caused by Certified Acts of Terrorism is available for an additional premium of: Rejected
Total Premium	\$128,268. Excluding TRIA
Minimum Earned Premium	100%

*Neither the Insurer nor Bowhead Specialty are responsible for the collection or filing of surplus lines taxes. It is the responsibility of the surplus lines producing agent to determine such amounts and collect and file those taxes in accordance with the applicable state's surplus lines laws and/or regulations.*



**Item 7.**

**Notices**

**Notice of Claims and Circumstances; Notice of Loss:**

Email: claims@bowheadspecialty.com  
Address: **Attention: Claims Department**  
Bowhead Specialty  
667 Madison Ave, 5<sup>th</sup> Floor  
New York, NY 10065

**All Other Notices:**

Email: policyadmin@bowheadspecialty.com  
Address: **Attention: Policy Administration Department**  
Bowhead Specialty  
667 Madison Ave, 5<sup>th</sup> Floor  
New York, NY 10065

**Item 8.**

**Schedule of Underlying**

See Schedule A – Schedule of Underlying

**Item 9.**

**Forms Schedule**

See Forms Schedule Endorsement

**These Declarations, the Application, the Policy and any Endorsements or Schedules thereto, shall constitute the contract between the Insurer and the Insured.**

**In Witness Whereof, the Insurer has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by the Insurer’s authorized representative.**

David Holman, Secretary

Authorized Representative

Michael D. Lorion, President

01/19/2023

Date

“Bowhead Specialty” is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, MO, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the following American Family Mutual Insurance Company, S.I., eligible surplus lines affiliates, Homesite Insurance Company and Homesite Insurance Company of Florida (when in Florida, Homesite Assurance Company). Products that are offered through the eligible surplus lines carriers are subject to premium taxes/fees and are not eligible for insurance guaranty fund protection.



## FORM SCHEDULE

<b>Form Number</b>	<b>Form Title</b>
D-2 CA 09 22	California Surplus Lines Notice
BSU 00 07 CW 05 23	Policyholder Notice
BSU 00 01 CW 11 20	OFAC Advisory Notice to Policyholders
BSU 00 03 CW 02 21	Policyholder Fraud Warnings
PEX-DEC-NA 12 23	Public Entity Excess Liability Declarations
BSU 00 05 CW 11 20	Form Schedule
CXS 00 01 11 20	Commercial Excess Liability Policy
BSU 40 01 CW 10 21	Exclusion – Certified Acts of Terrorism
PEX 00 03 CW 01 24	Schedule of Underlying Insurance
PEX 10 01 CW 05 23	Exclusion Cyber Injury
PEX 10 06 CW 05 23	Exclusion Nuclear Liability
PEX 10 12 CW 05 23	Exclusion Organic Pathogens
PEX 13 03 CW 05 23	Exclusion Communicable Disease
PEX 43 01 CW 05 23	Amended Duties in the event of a Claim, Event or Suit
CXS 40 07 12 21	Amendment – Cancellation Condition (90 days)
BSU 00 04 CA 06 23	Service of Suit



# Commercial Excess Liability

**VARIOUS PROVISIONS OF THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such in SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks in this policy have the meanings given them in SECTION V – DEFINITIONS. Unless contradicted in this policy, words and phrases defined by "controlling underlying insurance" have the meanings given them in "controlling underlying insurance."

## SECTION I – COVERAGE

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### 1. Insuring Agreement

We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages because of "injury or damage" to which this insurance applies. Except as otherwise stated in this policy, this insurance follows the same provisions, exclusions and limitations of the "controlling underlying insurance" in effect at the inception date of that policy. This insurance will not be broader than "controlling underlying insurance."

This insurance only applies if:

- a. the "injury or damage" is caused by an "event" in the coverage territory;
- b. the "injury or damage" first occurs during the policy period; and
- c. "controlling underlying insurance" applies to the "injury or damage" and is exhausted by the payment of, or agreement to pay, judgments or settlements to which this insurance also applies.

The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

### 2. Defense

When there is a reasonable expectation that this insurance may be involved in a loss, we may investigate any claim, defend any suit, or associate with any insured or insurer. We may settle any claim at our discretion. We have no duty to investigate claims or defend suits until the expressed and unlimited obligation of all "underlying insurance" terminates because of the exhaustion of "underlying limits" by payment of, or agreement to pay, judgments or settlements. "Defense expenses" will not reduce our limit unless such expenses also reduce "underlying limits." Any duty to defend that we may have ends when we pay or agree to pay our applicable limit.

### 3. Exclusions

Exclusions applicable to "controlling underlying insurance" also apply to this insurance. Even when "controlling underlying insurance" applies, this insurance does not apply to:

- a. Asbestos  
"Injury or damage" arising out of the actual, alleged or threatened exposure to "asbestos" or any goods or products containing "asbestos;"
- b. Law  
Any liability that is or would be imposed under:
  - 1) The Employment Retirement Income Securities Act of 1974 or any amendments thereto, or any similar law;
  - 2) Medical payments, no-fault, personal injury protection or any similar law;
  - 3) Uninsured or underinsured motorist or any similar law; or
  - 4) Workers compensation, disability benefits, unemployment compensation or similar law;
- c. Sub-limits  
"Injury or damage" to which "underlying insurance" applies but at amounts less than "underlying limits."



## SECTION II – WHO IS AN INSURED

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1. You are an insured.
2. Any other person or organization who is an insured on “controlling underlying insurance” is an insured on this policy.

However, no one is an insured for broader coverage than that provided by “controlling underlying insurance.”

## SECTION III – LIMITS OF INSURANCE

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The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made, suits brought, or persons or organizations making claims or bringing suits.

1. **Aggregate**  
The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies except “injury or damage” arising out of the ownership, maintenance, operation or use, including loading or unloading, of an automobile when such damages are not subject to an Aggregate on “controlling underlying insurance.” When all “underlying policies” apply a separate Aggregate Limit to damages because of bodily injury or property damage included in a products-completed operations hazard, the Aggregate Limit will apply in the same manner.
2. **Each Event**  
Subject to the Aggregate Limit described above, the Each Event Limit shown in the Declarations is the most we will pay for the sum of all damages because of “injury or damage” arising out of any one “event.”
3. **Anti-Stacking**  
If this policy and any previous or subsequent policy we issued to you apply to “injury or damage” from the same “event,” the policy with the highest Limits of Insurance will be the only one to apply. This provision does not apply to any policy we may have issued as excess to this insurance.

## SECTION IV - CONDITIONS

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Conditions applicable to “controlling underlying insurance” also apply to this insurance unless contradicted by the following:

1. **Bankruptcy**  
Bankruptcy of the insured or any insurer providing “underlying insurance” will not change your or our obligations under this policy.
2. **Cancellation**  
The first Named Insured may cancel this policy for any reason by returning the policy to us or the Producer shown in the Declarations. We may cancel this policy by providing the first Named Insured written notice:
  - a. 10 days in advance if we cancel for non-payment of premium; or
  - b. 30 days in advance if we cancel for any other reason.

If we cancel, the return premium amount will be calculated on a pro rata basis. If you cancel, the return premium amount, subject to the Minimum Earned Premium shown in the Declarations, will be less than pro rata. Proof of Mailing will be proof of notice.

3. **Duties in the Event of a Claim, Event or Suit**  
You must see to it that we are notified in writing as soon as possible of any claim, “event” or suit that may be reasonably expected to involve this insurance. You and any other involved insured have the same duties to us that you have to “controlling underlying insurance.”



4. Maintenance of Underlying

You must immediately notify us of any cancellation, non-renewal or change to "underlying insurance" that broadens the coverage. We will not follow such changes unless and until an endorsement is issued and you have paid the premium due to us.

You must immediately notify us of any reduction of "underlying limits." Reduction of "underlying limits" by the payment of judgments, settlements or defense expenses, to which this insurance applies, will not be considered a failure to comply with this condition.

Should you fail to comply with this condition, we will only be liable to the extent we would have been liable had you complied.

5. Non-Renewal

If we decide not to renew this policy, we will provide advance notice of that decision, in the manner and timeframe required by applicable statute or regulation, to the first Named Insured. Proof of mailing will be proof of notice.

6. Other Insurance

This insurance is excess of any other valid and collectible insurance available to the insured except insurance purchased specifically to apply in excess of this insurance.

7. Payment of Damages

When the amount of damages has been determined by judgment or settlement with which we agree and all "underlying insurance" policies have paid, or agreed to pay, their full limits of insurance we will pay, up to our Limits of Insurance, our share of the damages.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. as if each Named Insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or suit is brought.

## SECTION V – DEFINITIONS

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Words and phrases defined by "controlling underlying insurance" have the meanings given them in "controlling underlying insurance" unless contradicted by the following:

1. "Asbestos" means the mineral in any form.
2. "Controlling underlying insurance" means the policy or policies shown in the Declarations as such that apply to the "injury or damage."
3. "Defense expenses" means amounts we pay to investigate claims or defend suits.
4. "Event" means an occurrence, offense, accident, act, or other "injury or damage" causing event, defined by and to which the "controlling underlying insurance" applies.
5. "Injury or damage" means any bodily injury, property damage, personal and advertising injury, or other injury or damage defined by and to which the "controlling underlying insurance" applies.
6. "Underlying insurance" means the "controlling underlying insurance" policy or policies and any other insurance underlying to or in excess of the "controlling underlying insurance."
7. "Underlying limits" means the amounts shown in the Declarations that must be paid by "underlying insurance" policies before we pay anything. "Underlying limits" are not reduced by damages to which this insurance does not apply.

SCHEDULE A

SCHEDULE OF UNDERLYING AMOUNTS

The policies listed below are collectively referred to as the Underlying Amounts in the Policy to which this Schedule is attached.

Policy/Coverage/Other	Insurer/Reinsurer Policy Number Policy Period Controlling Underlying Insurance (Y/N)	Limits of Insurance/Reinsurance/ Retention/Other
Follow Form Excess	StarStone Specialty Insurance Company Term: 07/01/23-07/01/24 Policy Number: CSX00037877P-00 Controlling: Yes	\$5,000,000 Per Occurrence \$5,000,000 Aggregate Limit, where applicable \$20,000,000 Policy Aggregate
Follow Form Excess	Allied World Assurance Company Term: 07/01/23-07/01/24 Policy Number: 0306-8014 Controlling: No	\$5,500,000 Each Occurrence \$5,500,000 Completed Operations Hazard Annual Aggregate \$22,000,000 Policy Aggregate
Facultative Reinsurance	Midvale Indemnity Company Term: 07/01/23-07/01/24 Certificate Number: PEF-172343050-00 Controlling: No	\$2,500,000 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 underlying insurance and the Retained limit.  \$2,500,000 Completed Operations Hazard Aggregate \$10,000,000 Annual Group All Member, All Lines of Business Aggregate
Facultative Reinsurance	Upland Specialty Insurance Company Term: 07/01/23-07/01/24 Certificate Number: SXPE0386223 Controlling: No	\$ 2,000,000 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  \$2,000,000 Completed Operations Hazard Annual Aggregate \$8,000,000 Policy Pool Aggregate  Excess of
Facultative Reinsurance	Continental Indemnity Company Term: 07/01/23-07/01/24 Certificate Number: JCI23NPX-01050-03 Controlling: No	\$ 2,500,000 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 Company Retention  \$2,500,000 Completed Operations Hazard Annual Aggregate \$10,000,000 Policy Pool Aggregate  Excess of

Facultative Reinsurance	Everest Reinsurance Company Term: 07/01/23-07/01/24 Certificate Number: FC10049109-2023 Controlling: No	\$ 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 \$20,000,000 Policy Pool Aggregate  Excess of
Follow Form Excess	Gemini Insurance Company Term: 07/01/23-07/01/24 Policy Number: CEX09600358-10 Controlling: No	\$ 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 underlying insurance and of your "Retained Limit" \$10,000,000 Completed Operations Hazard Annual Aggregate \$40,000,000 Policy Pool Aggregate  Excess of
Follow Form Excess	Great American E&S Insurance Company/StarStone Specialty Insurance Company (Quota Share Policy Policy) Term: 07/01/23-07/01/24 Policy Number: 1827326-08 (Great American) APEICS1827326-08 (StarStone Specialty Insurance Company) Controlling: No	\$ 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 \$10,000,000 Completed Operations Hazard Annual Aggregate \$40,000,000 Policy Pool Aggregate  Excess of
Company Retention		\$ 15,000,000 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



**Endorsement Number:**

**Endorsement Effective Date:** 07/01/2023

**Policy Number:** PEX-218734000-00

**Named Insured:** Authority for California Cities Excess Liability (ACCEL)

**Insurer:** Homesite Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CERTIFIED ACTS OF TERRORISM

This Endorsement shall be attached to and form a part of the Policy.

In consideration of the premium charged, it is hereby understood and agreed that:

A. The DEFINITIONS Section of the Policy is amended to add the following additional definition:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The EXCLUSIONS Section of the Policy is amended to add the following:

No coverage shall be provided under this Policy for any claim, suit, wrongful act or incident based upon, arising out of, relating to or resulting from, in whole or in part, a **Certified Act of Terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to such **Certified Act of Terrorism**.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damages that is otherwise excluded under this Policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CYBER INJURY

A. The following is added to SECTION I – COVERAGE 3., Exclusions:

Even when “controlling underlying insurance” applies, this insurance does not apply to “injury or damage” based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged

1. “cyber injury”; or
2. loss, cost or expense arising out of any:
  - (a) request, demand, order or statutory or regulatory requirement that any insured or others monitor, notify or in any way respond to an actual or alleged “cyber injury”; or
  - (b) claim, suit, proceeding, investigation, request, demand or order by or on behalf of any governmental authority with respect to a “cyber injury”; incurred by you or others.

B. The following are added to SECTION V – DEFINITIONS:

1. “Cyber injury” means any actual, suspected or threatened, intentional or unintentional, breach of or access to any computer, computer network, data, information, communications system, software or hardware, wherever located; or social engineering; that results in any of the following:
  - (a) loss, destruction, disclosure, misappropriation, disruption, inspection, modification, recording, release, review or use of “personal information”, confidential information, proprietary information, trade secrets, patents, or intellectual property;
  - (b) inability to access any website or any electronic system or denial of service attack;
  - (c) release, introduction or facilitation of any “malicious code”;
  - (d) forensic or investigative expenses;
  - (e) extortion or terrorism threats;
  - (f) human error due to deception;
  - (g) credit monitoring or notification costs or expenses;
  - (h) crisis management and public relations expenses;
  - (i) data or system recovery, repair, replacement or restoration expenses; or
  - (j) business interruption expenses.
2. “Malicious code” includes, but is not limited to any virus, trojan horse, phishing, worm, spyware, logic bomb, adware, malware, ransomware or other similar software program.
3. “Personal information” means any personal, personally identifiable or identifying information, as defined by federal, state or local laws, statutes or regulations in the United States or the equivalent thereof in any other applicable jurisdiction.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – NUCLEAR LIABILITY

A. The following is added to SECTION I – COVERAGE 3., Exclusions:

Even when "controlling underlying insurance" applies, this insurance does not apply to:

1. "Injury or damage":
  - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged: Resulting from the "hazardous properties" of "nuclear material" and with respect to which: any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:
  - (a) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
  - (c) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

B. The following definitions are added to SECTION V – DEFINITIONS:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

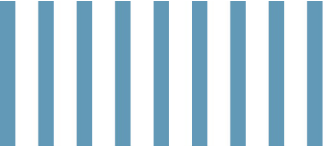
"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Nuclear facility" means:

1. any "nuclear reactor";
2. any equipment or device designed or used for:
  - (a) separating the isotopes of uranium or plutonium;
  - (b) processing or utilizing "spent fuel"; or
  - (c) handling, processing or packaging "waste";

All other terms and conditions remain unchanged.

- 
3. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Special nuclear material" means what it means in Title I of the Atomic Energy Act of 1954. "Special nuclear material" does not include source material.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ORGANIC PATHOGEN

A. The following is added to SECTION I – COVERAGE 3., Exclusions:

Even when “controlling underlying insurance” applies, this insurance does not apply to “injury or damage” based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged:

1. infectious, pathogenic, toxic or other harmful properties of any "organic pathogen"; or
2. any 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".

Provided however, that this exclusion shall not apply to bodily injury liability caused by any “organic pathogen” in or on any food or beverages sold, distributed, served or handled by any insured;

B. The following definition is added to SECTION V - DEFINITIONS:

"Organic pathogen" means any:

1. mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing; and
2. other pathogens, including but not limited to bacteria or viruses (whether or not a microorganism).

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – COMMUNICABLE DISEASE

A. The following is added to SECTION I – COVERAGE 3., Exclusions:

Even when “controlling underlying insurance” applies, this insurance does not apply to “injury or damage” based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged transmission of any communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

1. supervising, hiring, employing, training or monitoring of others that may be infected with or may cause others to become infected with a communicable disease;
2. testing for or cleaning up of a communicable disease;
3. failure to prevent the spread of the communicable disease; or
4. failure to report the communicable disease to authorities.

All other terms and conditions remain unchanged.



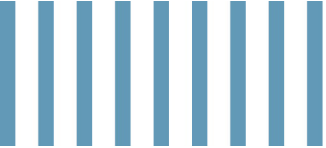
## AMEND DUTIES IN THE EVENT OF A CLAIM, EVENT, OR SUIT

- A. The following is added to SECTION IV – CONDITIONS 3., Duties in the Event of a Claim, Event or Suit:

You must further see to it that we are notified in writing as soon as possible of any claim, "event" or suit involving:

- (a) Spinal Cord Injury with Paralysis
- (b) Brain Injury
- (c) Birth Injury
- (d) Amputation
- (e) Serious Sensory Impairment
- (f) Sexual Harassment or Molestation Claim
- (g) Five (5) or more individual claimants, including any lawsuit seeking class action certification.

All other terms and conditions remain unchanged.



## AMENDMENT – CANCELLATION CONDITION

Schedule

SECTION IV – CONDITIONS, 2. Cancellations, is deleted and replaced by the following:

### 2. Cancellation

The first Named Insured may cancel this policy for any reason by mailing or delivering to us advance written notice of cancellation.

We may cancel this policy by providing the first Named Insured written notice:

- a. 10 days in advance if we cancel for non-payment of premium; or
- b. 90 days in advance if we cancel for any other reason.

If we cancel, the return premium amount will be calculated on a pro rata basis. If you cancel, the return premium amount, subject to the Minimum Earned Premium shown in the Declarations, will be less than pro rata.

Proof of Mailing will be proof of notice.

Notice of Cancellation will also be sent to the person or organization (if any) shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



**Homesite Insurance Company**  
A Stock Insurance Company  
One Federal Street, Suite 400 Boston, MA 02110

**SERVICE OF SUIT**

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The Insurer agrees that in the event of its failure to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured (or Original Insured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States District Court or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

The Insurer hereby designates the Commissioner, Director or Superintendent of Insurance, or other officer specified by law for that purpose, or his successor or successors in office, or the person designated below, in the space indicated, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured arising out of this contract of insurance. It is further agreed that the Insurer shall abide by the final decision of any court having jurisdiction in which such action is filed, or by the decision of any appellate court in the event of an appeal.

Upon receipt of process served hereunder, the Insurer hereby designates the Registered Agent below as the person to whom the officer designated above is authorized to mail such process.

Registered Agent:  
Agent for Service of Process  
Government Law Bureau  
300 Capitol Mall, Suite 1700  
Sacramento, CA 95814

In the alternative, process may be served upon the Designated Address of the Insurer at the name and address below.

Designated Address:  
Corporation Service Company  
33 East Main St., Suite 610  
Madison, WI 53703  
sop@cscglobal.com  
888-690-2882  
fax: 302-636-5454

This Service of Suit endorsement will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this Policy. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitration award, not as an alternative to such arbitration provision for resolving disputes arising out of this contract of insurance or (reinsurance).

All other terms, conditions, and agreements shall remain the same.