



ALLIED WORLD NATIONAL ASSURANCE COMPANY
 225 Franklin Street, Boston, MA 02110 · Tel. (857) 288-6000 · Fax (617) 556-8060

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Policy No: 0306-8014

New/Renewal of: New

IN RETURN FOR PAYMENT OF THE MINIMUM AND ADVANCE PREMIUM STATED IN ITEM 7. (a) BELOW, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS BELOW, AND SUBJECT TO THE LIMITS OF INSURANCE, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS POLICY; THE COMPANY AGREES WITH THE NAMED **INSURED** DESIGNATED IN ITEM 1. (a) BELOW TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

DECLARATIONS

ITEM 1: (a) **NAMED INSURED:** Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)
 (b) **ADDRESS:** 100 Pine Street, 11th Floor
 San Francisco, CA 94111

ITEM 2. **POLICY PERIOD:** From: July 1, 2011 To: July 1, 2012
 [12:01 A.M. standard time at the address stated in Item 1. (b) above]

ITEM 3. **RETROACTIVE DATE:** N/A

ITEM 4: **LIMITS OF THIS INSURANCE:**

(a) US\$15,000,000 Each Occurrence Limit
 (b) US\$15,000,000 Products-Completed Operations Aggregate Limit
 (c) US\$15,000,000 Other Aggregate Limit (where applicable)

AMWINS INSURANCE BROKERAGE OF CALIF.
Lic. # 0C01319
Surplus Line Tax \$923.58
Stamping Fee \$76.97
Total \$1,000.55

ITEM 5: **LIMITS OF UNDERLYING EXCESS INSURANCE:**

US\$95,000,000 Each Occurrence Limit
 US\$95,000,000 Products-Completed Operations Aggregate Limit
 US\$N/A Other Aggregate Limit (where applicable)
 Excess of \$5,000,000

ITEM 6: **FOLLOWED POLICY:**

Company: Starr Indemnity & Liability Company
 Policy Number: Master Policy #SISCPEA00000111
 Participation #SISCPEA00000511
 Coverage: Special Excess Liability for Public Entities
 Policy Period: From: July 1, 2011 To: July 1, 2012
 Limits of Liability:
 US\$10,000,000 Each Occurrence Limit
 US\$10,000,000 Completed Operations Aggregate Limit
 US N/A Other Aggregate Limit (where applicable)

This insurance is issued pursuant to the CA Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

ITEM 7: (a) MINIMUM AND ADVANCE PREMIUM: US\$30,786
(b) MINIMUM EARNED PREMIUM: US\$10,775

ITEM 8: NOTICES TO THE **COMPANY**:

(a) All notices of occurrence, claim, suit, or proceeding: Claim Department
(b) All other notices: Underwriting Department
Both (a) and (b) above at the address shown at the top of the Declarations.

ITEM 9: (a) Representative of **Insured**: AmWINS Brokerage
(b) Address: 19867 Prairie Street
Suite 250
Chatsworth, CA 91311

Date of Issuance: October 31, 2011

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Asst. Secretary



AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

The following forms and endorsements are made a part of this **policy**:

<u>Endorsement Number</u>	<u>Form Number</u>	<u>Title</u>
	GL 00140 00 (08/08)	Declarations
1	00135 00 (11/05)	Schedule of Underlying Insurance
2	00275 (11/05)	Service of Suit
3	00136 (11/05)	U.S. Treasury Departments Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
4	00159 (11/05)	Quota Share Best Terms for Layer
5	00207 (11/05)	Several Liability Quota Share coverage
6	00241 (11/05)	Asbestos Exclusion
7	GL 00267 00 (01/08)	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism
8	ACCELManuA	Aggregate Limit Endorsement
	GL 00127 00 (09/07)	Policy Form

CALIFORNIA – SUITS INVOLVING A SURPLUS LINES BROKER - REMEDIES

- A. A surplus lines insurer may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by it, or any evidence of insurance issued or delivered by the surplus lines broker, pursuant to the procedure set forth in Sections 1610 to 1620, inclusive. Any policy or evidence of insurance issued by the surplus lines insurer or the surplus lines broker shall contain a provision stating the substance of this section, and designating the person to whom the Commissioner shall mail process.
- B. Every surplus lines insurer assuming a surplus lines insurance shall be deemed thereby to have subjected itself to this chapter.
- C. The remedies provided by this section shall be in addition to any other methods provided by law for service of process.

Endorsement No: 1

This endorsement, effective: July 1, 2011

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)

forms a part of Policy No: 306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

SCHEDULE OF UNDERLYING INSURANCE

<u>Type of Coverage</u>	<u>Insurer</u> <u>Policy Number</u> <u>Policy Period</u>	<u>Limits of Insurance</u>
Special Excess Liability for Public Entities	Starr Indemnity & Liability Company Master Policy Number: SISCPEA00000111 Participation Number: SISCPEA00000511 July 1, 2011 - July 1, 2012	\$10,000,000 Any one Occurrence for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Unfair Employment Practices, or Personal Injury or Any Combination Thereof in excess of your Retained Limit. 10,000,000 Completed Operations Hazard Aggregate

Defense costs:

Erode Do not erode

The Limits of Insurance listed in the Schedule above

Follow Form Excess Liability	Endurance Risk Solutions Assurance Co. Master Policy Number: EXC100009704 03 Participation Number: EXC100009704 959 02 July 1, 2011 - July 1, 2012	\$10,000,000 Each Occurrence \$10,000,000 Aggregate Limit (Where Applicable)
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Defense costs:

Erode Do not erode

The Limits of Insurance listed in the Schedule above

Follow Form Excess Liability	Lexington Insurance Company Policy Number: 62785165 July 1, 2011 - July 1, 2012	\$25,000,000 Each Occurrence \$25,000,000 Aggregate Limit (Where Applicable)
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Defense costs:

Erode Do not erode

The Limits of Insurance listed in the Schedule above

Excess Liability	AXIS Surplus Insurance Company Policy Number: ELU720681/01/2011 July 1, 2011 - July 1, 2012	\$12,500,000 p/o \$25M Each Occurrence Limit \$12,500,000 p/o \$25M Products / Completed Operations Aggregate Limit
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Defense costs:

Erode Do not erode

The Limits of Insurance listed in the Schedule above

<u>Type of Coverage</u>	<u>Insurer</u> <u>Policy Number</u> <u>Policy Period</u>	<u>Limits of Insurance</u>
Excess Liability	ARCH Insurance Company Policy Number: UXP0022782-04 July 1, 2011 - July 1, 2012	\$12,500,000 p/o \$25M Each Occurrence Limit \$12,500,000 p/o \$25M Aggregate Limit Where Applicable

Defense costs:
 Erode Do not erode
 The Limits of Insurance listed in the Schedule above

Excess Liability	AXIS Surplus Insurance Company Policy Number: ELU734212/01/2011 July 1, 2011 - July 1, 2012	\$12,500,000 p/o \$25M Each Occurrence Limit \$12,500,000 p/o \$25M Products / Completed Operations Aggregate Limit
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Defense costs:
 Erode Do not erode
 The Limits of Insurance listed in the Schedule above

Excess Liability	ARCH Insurance Company Policy Number: UXP0008113-06 July 1, 2011 - July 1, 2012	\$12,500,000 p/o \$25M Each Occurrence Limit \$12,500,000 p/o \$25M Aggregate Limit Where Applicable
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Defense costs:
 Erode Do not erode
 The Limits of Insurance listed in the Schedule above

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: **President, U.S. Property and Casualty**

Date of Issuance: **October 31, 2011**

Endorsement No.: 2

This Endorsement, effective: July 1, 2011

(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)

Forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

SERVICE OF SUIT

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Service Of Suit

In the event of failure of the **company** to pay any amount claimed to be due hereunder, the **company**, at the request of the **insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition 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, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company, 100 Summer Street, Boston, MA 02110 or his or her representative, and that in any suit instituted against the **company** upon this **policy**, the **company** will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the **company** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this **policy** of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: October 31, 2011

Endorsement No.: 3

This Endorsement, effective: July 1, 2011

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of this **policy**.

This Notice provides information concerning the possible impact on this **policy's** coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions, 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 the Named **Insured** or any other **insured**, or any person or entity claiming the benefits of this **policy** has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this **policy** will be considered a blocked or frozen contract and all provisions of this **policy** are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: October 31, 2011

Endorsement No.: 4

This Endorsement, effective: July 1, 2011

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

QUOTA SHARE BEST TERMS

This **policy** is offered on the basis of best **terms** for the **company**.

- A. In the event any **participating insurer** does not provide coverage for **loss** for any reason, then this **policy** will not provide coverage for such **loss**.
- B. As a condition precedent to the obligations of the **company** under this **policy**, the **net premium** paid to the **company** for this **policy** per million of the limit stated in Item 4. (a) of the Declarations of this **policy** will be no less than the **net premium** paid to any **participating insurer** per million of the limit insured by such **participating insurer**.
- C. To the extent that there are **terms** more favorable to any **participating insurer** under its contract than the **terms** of this **policy**, it is agreed that this **policy**, at the option of the **company**, will be construed as containing the **terms** more favorable to such **participating insurer**, as though such **terms** were actually provided in this **policy** from its inception date.

Net premium means premium after deduction of any brokerage or commission.

Participating insurer means an insurer, other than the **company**, that is insuring a quota share percentage of the layer of insurance specified in Item 4. and Item 5. of the Declarations of this **policy** at any time during the Policy Period of this **policy**.

Terms mean definitions, warranties, terms, conditions, exclusions, and limitations.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: **October 31, 2011**

Endorsement No.: 5

This Endorsement, effective: July 1, 2011

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

SEVERAL LIABILITY FOR QUOTA SHARE COVERAGE

It is agreed that:

A. Item 4. Limits Of Insurance of the Declarations is hereby deleted and replaced with the following:

ITEM 4. LIMITS OF INSURANCE:

30% of:

US\$50,000,000

Each Occurrence

US\$50,000,000

Aggregate Limit (where applicable)

Up to a maximum of:

(a) US\$15,000,000

Each Occurrence

(b) US\$15,000,000

Aggregate Limit (where applicable)

B. The **company's** liability for **loss** under this **policy** is solely for its percentage, or quota, share of the applicable Limits Of Insurance as stated in Item 4. of the Declarations. Further, the **company's** liability is several and not joint, and, in no event will the **company** be liable for the percentage, or quota, share of any other insurer or organization participating on the same layer of coverage as this **policy**.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: October 31, 2011

Endorsement No.: 6

This Endorsement, effective: July 1, 2011

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

ASBESTOS EXCLUSION

It is agreed that this **policy** does not provide coverage for:

- A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the mining, manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, asbestos in any form or any products or materials containing asbestos; or
- B. Any **loss**, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, asbestos in any form or any products or materials containing asbestos, by any **insured** or by any other person or organization.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: **President, U.S. Property and Casualty**

Date of Issuance: October 31, 2011

Endorsement No.: 7

This Endorsement, effective: July 1, 2011

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER
ACTS OF TERRORISM**

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of a **certified act of terrorism** or an **other act of terrorism**.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- a. 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
- b. 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.

Other act of terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: October 31, 2011

Endorsement No.: 8

This endorsement, effective: July 1, 2011

(at 12:01 A.M. standard time at the address of the Named **Insured** as shown in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0306-8014

Issued to: Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

By: Allied World National Assurance Company

FOLLOW-FORM AGGREGATE LIMIT ENDORSEMENT

It is agreed that this policy is amended as follows:

SECTION IV – LIMITS OF INSURANCE, Paragraph E. is deleted in its entirety and replaced by the following:

- E. Subject to the Each Occurrence Limit stated in Item 4. of the Declarations, the Other Aggregate Limit stated in Item 4. of the Declarations shall be applied in the same manner as the aggregate limits of the Followed Policy.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Todd Germano

Title: President, U.S. Property and Casualty

Date of Issuance: October 31, 2011

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE
TERRORISM RISK INSURANCE ACT**

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **insured** has a right to purchase insurance coverage for **losses** arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property; or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) 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. The **insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this **policy** for **losses** caused by an Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government will generally pay 85% of terrorism **losses** exceeding a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company's** direct earned premiums for the year preceding the Act of Terrorism.

Be advised that there is a \$100 billion cap on all losses resulting from Acts of Terrorism. If aggregate insured losses attributable to Acts of Terrorism exceed \$100 billion in a Program Year (January 1 through December 31), the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Acts of Terrorism exceed \$100 billion in a Program Year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the **losses** that exceeds \$100 billion, and in such case, **insured losses** up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this **policy** applicable to **losses** arising from events other than Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for losses caused by Acts of Terrorism.

Please indicate the selection of the Insured below.

_____ The **insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$616.

_____ The **insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of **Insured** Authority for California Cities Excess Liability (Cities of Anaheim and Santa Monica)

Print/Title 0306-8014

Date

ALLIED WORLD NATIONAL ASSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Words and phrases that appear in **bold** print have special meanings that are defined under Section VI – Definitions of this **policy**. If the Followed Policy listed in Item 6. of the Declarations has defined a word or phrase, this **policy** will follow that definition unless this **policy** expressly defines such word or phrase, in which case the meaning given to such word or phrase in this **policy** will apply. Please read the entire **policy** and the Followed Policy listed in Item 6. of the Declarations carefully.

SECTION I - INSURING AGREEMENT

- A. Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy**, the **company** shall pay, on behalf of the **insured**, that part of **loss**, to which this **policy** applies, which exceeds the applicable **underlying limits**. This **policy** does not provide coverage for any part of **loss** within **underlying limits**, or any related cost or expenses.
- B. This **policy** only applies if the **triggering event** that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this **policy**.
- C. This **policy** does not provide coverage for any:
 - 1. Injury or damage that occurs;
 - 2. Accident that occurs;
 - 3. Offense that was committed; or
 - 4. Act, error or omission that occurs;

Before the Retroactive Date, if any, stated in Item 3. of the Declarations of this **policy**.

- D. This **policy** will follow the warranties, terms, conditions, exclusions and limitations that are contained in the Followed Policy listed in Item 6. of the Declarations unless a warranty, term, condition, exclusion or limitation contained in this **policy**:

- 1. Differs from a warranty, term, condition, exclusion or limitation of the Followed Policy; or
- 2. Is not contained in the Followed Policy; In which case, such warranty, term, condition, exclusion or limitation of this **policy** will apply, to the extent that it provides less coverage than the Followed Policy.
- E. Regardless of any other warranties, terms, conditions, exclusions or limitations of this **policy**, if any policy of **underlying excess insurance** does not cover **loss** for reasons other than exhaustion of its applicable limit of liability by payment of claims, then this **policy** will not cover such **loss**.
- F. The **company** has no obligation under this **policy** with respect to any claim, suit or proceeding settled without its prior written consent.
- G. If the **company** is prevented by law from paying on behalf of the **insured** for coverage provided under this **policy**, then the **company** will indemnify the **insured**.
- H. Other than as provided under Section II - Defense And Supplementary Payments of this **policy**, the **company** will have no other obligation or liability to pay sums or perform acts or services under this **policy**.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy**:

- A. The **company** shall have the right, but not the duty, to assume charge of the investigation, settlement or defense of any claim made, suit brought, or proceeding instituted against any **insured** upon exhaustion of the applicable **underlying limits**. If the **company** has exercised such

right, it will not investigate, settle or defend any claim, suit or proceeding after it has exhausted the applicable Limit Of Insurance of this **policy** as stated in Item 4. of the Declarations. If the **company** does not exercise such right, or if the applicable **underlying limits** are not exhausted, the **company** will have the right, and will be given the opportunity, to associate effectively with the **insured** or any underlying insurer, or both, in the investigation, settlement or defense of any claim, suit or proceeding that is likely to involve this **policy**. In such event, the **insured**, the underlying insurer, and the **company** shall cooperate in the investigation, settlement or defense of such claim, suit or proceeding.

- B. The **company** will only pay the following defense and supplementary expenses:
1. Interest that accrues on a judgment after entry of the judgment and before the **company** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance of this **policy**;
 2. Reasonable attorney fees and other reasonable investigation, loss-adjustment or litigation expenses incurred directly by the **company** or by the **insured**, with the **company's** consent;
 3. The cost of bonds required to:
 - i. Appeal judgments (in connection with the initiation and continuation of any appeal agreed to by the **company**); or
 - ii. Release attachments;
But only for bond amounts within the applicable Limit Of Insurance of this **policy**; and
 4. Pre-judgment interest on that part of a judgment within the applicable Limit Of Insurance of this **policy**; however, if the **company** makes an offer to pay the applicable Limit Of Insurance prior to judgment, it will not pay any pre-judgment interest that accrues after its offer.
- C. When defense or supplementary payments do not reduce any of the **underlying limits** provided by **underlying excess insurance**, then any such expense payment made

under this **policy** will not reduce the Limits Of Insurance provided by this **policy**.

SECTION III - WHO IS AN INSURED

The following persons and organizations qualify as **insureds**:

- A. The Named **Insured** designated in Item 1. (a) of the Declarations;
- B. Any person or organization (other than a person or organization included in C. below) qualifying as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and
- C. Any person or organization to whom any person or organization included in paragraph A. or B. above is obligated by virtue of a written contract or written agreement (other than a contract or policy of insurance) to provide insurance such as is afforded by this **policy**, but:
 1. Only if such person or organization qualifies as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and
 2. Only to the extent of such obligation and no further.

SECTION IV - LIMITS OF INSURANCE

- A. The Limits Of Insurance of this **policy** stated in Item 4. of the Declarations and the rules below determine the most the **company** will pay for **loss**, regardless of the number of:
 1. **Insureds**;
 2. Claims made, suits brought, or proceedings instituted;
 3. Persons or organizations making claims, bringing suits, or instituting proceedings;
 4. Vehicles involved; or
 5. Coverages provided under this **policy**.
- B. The Limits Of Insurance of this **policy** will apply only in excess of the **underlying limits**.
- C. The Each Occurrence Limit stated in Item 4. (a) of the Declarations is the most the

company will pay for **loss** arising out of any one occurrence. Any amount paid for **loss** will reduce the amount of the applicable aggregate Limit Of Insurance of this **policy** available for any other payment. If the applicable aggregate Limit Of Insurance of this **policy** has been reduced to an amount that is less than the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the remaining amount of such aggregate Limit Of Insurance is the most that will be available for any other payment.

D. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations is the most the **company** will pay for **loss** under the products-completed operations hazard, as that hazard is defined in the Followed Policy.

E. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Other Aggregate Limit stated in Item 4. (c) of the Declarations is the most the **company** will pay for **loss** under this **policy**, except **loss**:

1. Included in the products-completed operations hazard, as that hazard is defined in the Followed Policy; or
2. Otherwise covered by the Followed Policy, but to which no aggregate limit in the Followed Policy applies, but only if all other **underlying excess insurance** also does not apply an aggregate limit to such **loss**.

F. Subject to paragraphs C., D., and E. above, if the **underlying limits** have been reduced by payment of **loss** to which this **policy** would also apply (but for the existence of such **underlying limits**), then this **policy** will drop down to become immediately excess of the reduced **underlying limits**, but only if all **underlying excess insurance** applies to such **loss** and also drops down.

G. **Underlying limits** will not be reduced by:

1. The insolvency of, or unwillingness to pay by, any insurer;
2. The uncollectibility of any self-insured retention, deductible or other alternative risk-financing mechanism;

3. Any **insured's** failure to pay any allocation, deductible, participation, retention, or other self-insurance;
4. The existence of a sub-limit of liability in any **underlying excess insurance**;
5. Cancellation, expiration or rescission of any **underlying primary insurance** or **underlying excess insurance**;
6. Defense or supplementary expense payments, unless the Schedule Of Underlying Insurance of this **policy** specifies that the applicable limits of **underlying excess insurance** are reduced by such payments; or
7. Any **underlying excess insurance** containing a warranty, term, condition, exclusion or limitation different from the Followed Policy or this **policy**.

H. If after issuance, the Policy Period of this **policy**, stated in Item 2. of the Declarations, is extended, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance of this **policy**.

SECTION V - CONDITIONS

A. Appeals

The **company** may, at its option, initiate or continue an appeal of a judgment against any **insured** if the judgment is for more than the **underlying limits**. If the **company** initiates or continues an appeal, it will pay its costs of the appeal subject to Section II – Defense And Supplementary Payments. In no event will the amount the **company** pays for **loss** exceed the Limits Of Insurance of this **policy**.

B. Cancellation

1. The first Named **Insured** designated in item 1. (a) of the Declarations may cancel this **policy** by mailing or delivering to the **company**, at the address stated in Item 8. (b) of the Declarations, advance written notice stating when such cancellation is to take effect.

2. The **company** may cancel this **policy** by delivering to the first Named **Insured**, or by mailing to the first Named **Insured** (by registered, certified, or other first class mail), at the address stated in Item

1. (b) of the Declarations, written notice, not less than thirty (30) days [or ten (10) days in the event any premium is not paid when due], in advance of the cancellation date. Proof of mailing of such notice to the first Named **Insured** at the address stated in Item 1. (b) of the Declarations will be sufficient proof of notice.
3. The Policy Period of this **policy** will end on the date and hour specified in the cancellation notice.
4. If the **insured** cancels this **policy**, the **company** will be due the greater of either:
 - a) The sum of:
 - i. The earned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; plus
 - ii. 10% of the unearned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; or
 - b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

After deduction of the amount due the **company** as determined above, the remaining amount of any unearned premium previously paid to the **company** will be returned to the first Named **Insured**.

5. If this **policy** is cancelled by the **company**, then the **company** shall return the pro rata portion of any unearned premium, previously paid to the **company**, to the first Named **Insured**.
6. Payment or tender of any unearned premium by the **company** will not be a condition precedent to the effectiveness of cancellation, but the **company** shall make such payment as soon as practicable. The **company's** check or its representative's check, mailed or delivered to the first Named **Insured**, will be sufficient tender of any refund due any **insured**.

7. Any of these provisions that conflict with a law that controls the cancellation of this **policy** is changed by this paragraph to comply with that law.

C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this **policy**. This **policy** can be changed only by a written Endorsement that becomes part of this **policy**. The Endorsement must be signed by one of the **company's** authorized representatives.

D. Changes In Followed Policy

If during the Policy Period of this **policy**, the warranties, terms, conditions, exclusions or limitations of the Followed Policy are changed in any manner from those in effect on the inception date of this **policy**, the **insured** shall, as a condition precedent to its rights under this **policy**, give to the **company** at the address stated in Item 8. (b) of the Declarations written notice of the full particulars of such changes as soon as practicable.

This **policy** will follow such changes upon the effective date of the changes in the Followed Policy, but only if:

1. The **company** agrees to follow such changes by written Endorsement that becomes a part of this **policy**;
2. The **insured** agrees to any amendment of the warranties, terms, conditions, exclusions or limitations of this **policy** required by the **company** relating to such changes; and
3. The **insured** pays when due any additional premium required by the **company** relating to such changes.

E. Compliance

The **company** has no duty to provide coverage under this **policy** unless the Named **Insured** and any other involved **insured** have fully complied with all the warranties, terms and conditions of this **policy**.

F. Duties In The Event Of Occurrence, Claim Or Suit

1. The **insured** shall, as a condition precedent to the obligations of the **company** under this **policy**, give written notice as soon as practicable to the **company** at the address stated in Item 8. (a) of the Declarations of any occurrence, claim, suit or proceeding that involves or is likely to involve **underlying excess insurance**. Notice to an underlying insurer shall not constitute notice to the **company**.
2. Without limiting the requirements of paragraph 1. above, the Named **Insured** shall separately and as soon as practicable give written notice to the **company** when a payment is made or reserve established for any occurrence, claim, suit or proceeding that has brought the total of all payments and reserves by the **insured** or any underlying insurers to a level of twenty-five (25%) or more of any of the **underlying limits**.
3. In the event the **underlying limits** are exhausted, no **insured** will, except at that **insured's** own cost, make any payment, assume any obligation, or incur any expense without the **company's** consent.
4. If applicable **underlying excess insurance** imposes any duties, responsibilities, or obligations on any **insured** in the event of "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event, then the duties specified in this condition will also apply in the event of "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event.

With respect to the duties specified in this condition, the word or phrase "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event will have the same meaning that it has with respect to such applicable **underlying excess insurance**.

G. First Named Insured

The person or organization first named in Item 1. (a) of the Declarations is responsible

for payment of all premiums due under this **policy**. The first Named **Insured** will act on behalf of all other **insureds** for the giving and receiving of any notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this **policy**.

H. Maintenance Of Underlying Insurance And Underlying Limits

The **company** has issued this **policy** in reliance upon representations made by the Named **Insured** about **underlying excess insurance**, **underlying primary insurance**, and the **underlying limits**. The Named **Insured** must see to it that:

1. **Underlying excess insurance** and **underlying primary insurance** are and remain valid and in full force and effect;
2. **Underlying excess insurance** and **underlying primary insurance** will not be cancelled, non-renewed, or rescinded without replacement of coverage to which the **company** agrees in writing;
3. The warranties, terms, conditions, exclusions and limitations of **underlying excess insurance** and **underlying primary insurance** will not materially change unless the **company** agrees in writing otherwise;
4. The warranties, terms, conditions, exclusions and limitations of renewals or replacements of **underlying excess insurance** will be materially the same as the prior coverage, unless the **company** agrees in writing otherwise;
5. The **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization;
6. The **underlying limits** will not be reduced, except for the reduction by payment of **loss** to which this **policy** also would apply but for the existence of such **underlying limits**.

Failure to comply with this condition will not invalidate this **policy**, but in the case of any

such failure, the **company's** obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

The Named **Insured** must notify the **company** as soon as possible if any **underlying excess insurance** or **underlying primary insurance** is no longer valid or no longer in full force and effect.

I. Other Insurance

This **policy** will apply in excess of all **other insurance**.

J. Premium

1. At the beginning of the Policy Period, stated in Item 2. of the Declarations, of this **policy**, the first Named **Insured** must pay the **company** the Minimum And Advance Premium stated in Item 7. (a) of the Declarations for this **policy**.

2. The Minimum Earned Premium, if any, stated in Item 7. (b) will be deemed to be 100% earned from the inception date of the Policy Period of this **policy**.

3. The Minimum And Advance Premium is subject to adjustment if:

- a) The premium of the Followed Policy is adjusted; or
- b) An Endorsement describing such adjustment is attached to this **policy**.

4. In no event, however, will the adjusted premium be less than the greater of:

- a) The Minimum And Advance Premium for this **policy** stated in Item 7. (a) of the Declarations; or
- b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

K. Representations

The **company** has issued this **policy** based, and in reliance, upon representations made by the **insured** and by the **insured's** representatives to the **company**. Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's

designee knows about such hazard or other material information.

SECTION VI – DEFINITIONS

Company means the company shown in the Declarations that is providing this **policy**.

Insured means a person or an organization qualifying as an insured in Section III – Who Is An Insured of this **policy**.

Loss means damages that the **insured** becomes legally obligated to pay because of injury or damage, after making proper deductions for all recoveries and salvage. If defense or supplementary payments reduce any of the **underlying limits** provided by **underlying excess insurance**, then any defense or supplementary payments made under Section II - Defense And Supplementary Payments of this **policy** will be included within the meaning of **loss** and will reduce the Limits Of Insurance of this **policy**.

Other insurance means valid and collectible insurance providing coverage for **loss** that is covered in whole or in part by this **policy** (or that would be covered in whole or in part by this **policy**, but for the existence of the **underlying limits**). However, **other insurance** does not include **underlying excess insurance**, **underlying primary insurance**, or any policy of insurance specifically purchased to be excess of this **policy** affording coverage that this **policy** also affords.

Policy means the various sections of this contract as well as the Declarations and any Endorsements and Schedules made a part of this contract by reference.

Triggering event means:

- 1. With respect to any coverage provided by the Followed Policy on an occurrence basis, when:
 - a) The injury or damage occurs; or
 - b) The offense is committed;As determined by the provisions of such coverage under the Followed Policy;
- 2. With respect to any coverage provided by the Followed Policy on a claims-made basis, when the claim is first made as determined by the provisions of such coverage under the Followed Policy.

Underlying excess insurance means the insurance described in the Schedule Of Underlying Insurance of this **policy** as well as the next applicable renewal or replacement, or any applicable antecedent, of the described insurance.

Underlying primary insurance means any insurance (including the next applicable renewal or replacement, or any applicable antecedent, thereof) that underlies the **underlying excess insurance**. **Underlying primary insurance** does not include insurance that is described in the Schedule Of Underlying Insurance of this **policy**.

Underlying limits mean the sum of:

1. The remaining amount of **underlying excess insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of **underlying excess insurance**;
2. The remaining amount of any applicable **underlying primary insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the

limits of any applicable **underlying primary insurance**;

3. Any reinstatement of limits or supplemental or other limits available under the insurance described in items 1. and 2. above;
4. Any amounts that any **insured** must pay because **underlying excess insurance** or **underlying primary insurance**, as represented by the **insured**, is not available for any reason other than reduction or exhaustion of such insurance as specified under paragraph F. of Section III – Limits Of Insurance;
5. Any applicable **other insurance**;
6. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which immediately underlies the **underlying excess insurance** and which is not included within the limits of **underlying excess insurance** or **underlying primary insurance**; and
7. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which underlies the **underlying primary insurance** and which is not included within the limits of **underlying primary insurance**