



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU (HAVE PURCHASED) (ARE APPLYING TO PURCHASE) IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 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.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS**

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

**Date:** \_\_\_\_\_

**Insured:** \_\_\_\_\_



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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5th Floor  
Boston, MA 02110  
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**EXCESSPROTECT<sup>SM</sup>PLUS  
COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS**

**Policy Number:** 001722602

**NEW/RENEWAL OF:** 001722601

**Item 1. Named Insured & Mailing Address:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)  
C/O Alliant Insurance Services  
100 Pine Street  
San Francisco, CA 94111

**Item 2. Policy Period:** **Effective:** July 01, 2015 **Expiration:** July 01, 2016  
12:01 a.m. time at your mailing address shown above

**Item 3: Limits Of Liability**  
**a. Per Occurrence, Per Claim or Per Loss** \$10,000,000  
(as in Controlling underlying Policy)  
**b. Aggregate, where applicable** \$10,000,000  
(Per Schedule of Underlying Policies (See Endorsement No. 1))

**Item 4. Limits Of Underlying Policy(ies)**  
**a. Per Occurrence, Per Claim or Per Loss** \$30,000,000  
**b. Aggregate, where applicable** \$30,000,000  
Per Schedule of Underlying Policies (See Endorsement No. 1)

**Item 5. Controlling Underlying Policy**  
Company Security National Insurance Company  
Policy Number SPP1325134 00  
Insurer Security National Insurance Company  
Coverage Special Excess Liability Policy for Participants of the Alliant National Municipal Liability Program  
Policy Period July 01, 2015 to July 01, 2016  
Limit of Liability \$10,000,000

**Item 6.**

<b>Premium:</b>	<i>Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.</i>	
Premium:	\$199,989.00	
Tria 1 (Certified):	\$2,000.00	
-----	-----	
Total Amount Due:	\$201,989.00	
		<i>See Invoice for the date Premium is due and payable. Failure to pay the premium in full may result in voidance of coverage.</i>

Minimum Premium: 25%

**Item 7. Producer & Mailing Address:** AmWINS Insurance Brokerage of California (Chatsworth)  
19867 Prairie St, Suite 250  
Chatsworth, CA 91311

**Item 8. NOTICES TO THE INSURER:**  
(a) Claims: See Claims Notification Endorsement  
(b) All other notices: Underwriting Department  
At the address and numbers shown at the top of the Declarations Page.

**Item 9. Policy Coverage Form:** CELP.COV.001 (1113) ExcessProtect Plus Commercial Excess Liability Policy  
**Endorsements:** SEE SCHEDULE OF ENDORSEMENTS

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

Date: July 20, 2015  
MO/DAY/YR.

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

**Named Insured:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

**Policy Number:** 001722602

**Effective 12:01 AM:** July 01, 2015

## SCHEDULE OF ENDORSEMENTS

### Endorsement Number - Form Number – Edition Date – Form Name

1. CELP.END.001 (0713) Schedule of Underlying Insurance
2. CELP.END.002 (0713) Act of Terrorism Retention Endorsement
3. CELP.END.006 (0713) Asbestos Exclusion
4. CELP.END.007 (0414) Claims Notification
5. CELP.END.015 (0713) Issuance of Commercial Excess Liability Policy Prior to Receipt of Controlling Underlying Policy
6. CELP.END.017 (0713) Minimum Earned Premium
7. CELP.END.019 (0713) Notice of Cancellation Endorsement
8. CELP.END.020 (0713) Nuclear Liability Exclusion
9. CELP.END.022 (0713) Other Laws Exclusion
10. CELP.END.025 (0713) Service of Suit
11. CELP.END.030 (0713) Violation of Economic or Trade Sanctions (OFAC)
12. CELP.END.031 (0713) War or Military Exclusion
13. CELP.END.040 (0713) Sub-Limit Exclusion
14. CELP.END.042 (0713) Amendatory Endorsement - Restrictive as Underlying
15. CELP.END.043 (0713) Amendatory Endorsement - Assistance and Cooperation (right but not the duty)
16. CELP.MANU.001 Named Insured Endorsement

## CALIFORNIA CONSUMER SERVICES NOTICE

Your policy has been issued by:

**Ironshore Specialty Insurance Company**  
75 Federal Street  
5th Floor  
Boston, MA 02110

If you are having problems, you can contact **Ironshore Specialty Insurance Company** at the following address and telephone number:

75 Federal Street  
5th Floor  
Boston, MA 02110  
(877) IRON-411

**THE FOLLOWING ADDRESS AND TOLL-FREE TELEPHONE NUMBER ARE AVAILABLE FOR YOUR USE IN THE EVENT A SATISFACTORY SOLUTION CANNOT BE OBTAINED FROM YOUR INSURANCE AGENT OR COMPANY REGARDING ANY PROBLEMS YOU MAY EXPERIENCE:**

**THE DEPARTMENT OF INSURANCE  
CONSUMER SERVICES  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
1-800-927-HELP**



## IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:  
75 Federal Street  
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Boston, MA 02110  
Toll Free: (877) IRON411

### EXCESSPROTECT<sup>SM</sup> PLUS COMMERCIAL EXCESS LIABILITY POLICY

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

**Policy Number:** 001722602

In consideration of the payment of premium and in reliance upon the statements in the **Declarations** of this Policy, the Insurer agrees as follows:

#### I. COVERAGE

This Policy shall provide the Insured with Excess Liability insurance in accordance with the terms, conditions and exclusions contained, on the Inception Date of this Policy, in the **Controlling Underlying Policy**, subject to any terms, conditions and exclusions of this Policy, including any endorsements attached hereto, inconsistent with or supplementary to the **Controlling Underlying Policy**.

#### II. LIMITS OF LIABILITY

- A. Where an amount is stated for the aggregate limit of liability in **Item 3** of the **Declarations** of this Policy, that amount is the most the Insurer will pay for all damages covered under this Policy with respect to coverage subject to an aggregate limit of liability in the **Controlling Underlying Policy**. The aggregate limit(s) of liability under this Policy apply in the same manner as the aggregate limit(s) of liability in the **Controlling Underlying Policy**.
- B. Subject to **A.** above, the per occurrence, per claim, or per loss limit of liability stated in **Item 3** of the **Declarations** of this Policy is the most the Insurer will pay for all damages arising out of any one occurrence, claim or loss as stated in the **Controlling Underlying Policy**.
- C. Defense costs covered by this Policy shall reduce the limits of liability stated in **A.** and **B.** above to the extent defense costs reduce the limits of liability of any **Underlying Policy**.

#### III. RETENTION

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

#### IV. DEFINITIONS

The following Definitions apply to this Policy:

- A. **Controlling Underlying Policy** means the policy described in **Item 5** of the **Declarations** of this Policy.
- B. **Underlying Policies** means each of the policies that are scheduled in the Schedule of Underlying Policies in **Item 4** of the **Declarations** of this Policy and any other applicable underlying insurance, including any self-insured retentions or retained limits.

#### V. CONDITIONS

##### A. CANCELLATION

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

##### B. APPEALS

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

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

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

##### D. MAINTENANCE OF UNDERLYING INSURANCE

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

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

The Insured shall give written notice as soon as practicable to the Insurer, at the address set forth in **Item 8** of the **Declarations** of this Policy of any occurrence, offense, claim or suit likely to involve this Policy. Notice to an underlying insurer shall not constitute notice to the Insurer of this Policy.

**F. OTHER INSURANCE**

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

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

Ironshore Specialty Insurance Company by:



Secretary



President



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
 75 Federal Street  
 5th Floor  
 Boston, MA 02110  
 Toll Free: (877) IRON411

**Endorsement # 1**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS**  
**SCHEDULE OF UNDERLYING INSURANCE**

<p><b>Coverage:</b> Excess Liability  <b>Insurer:</b> Endurance Risk Solutions Assurance Co.  <b>Policy No.:</b> EXC10004079302  <b>Policy Period:</b> July 01, 2015 to July 01, 2016          Defense Expenses are inside the Policy Limit and inside the Self-Insured Retention</p> <p>Which in turn is Excess of:</p>	<p><b>Applicable Limits of Liability:</b>          \$10,000,000 Each Occurrence          \$10,000,000 Aggregate – where applicable</p>
<p><b>Coverage:</b> Excess Liability  <b>Insurer:</b> Berkley National Insurance Company  <b>Policy No.:</b> CEX09600358-02  <b>Policy Period:</b> July 01, 2015 to July 01, 2016          Defense Expenses are inside the Policy Limit and inside the Self-Insured Retention</p> <p>Which in turn is Excess of:</p>	<p><b>Applicable Limits of Liability:</b>          \$10,000,000 Each Occurrence          \$10,000,000 Aggregate – where applicable</p>
<p><b>Controlling Underlying Policy</b>  <b>Coverage:</b> Special Excess Liability Policy for Participants of the Alliant National Municipal Program  <b>Insurer:</b> Security National Insurance Company  <b>Policy No.:</b> SPP1325134 00  <b>Policy Period:</b> July 01, 2015 to July 01, 2016          Defense Expenses are inside the Policy Limit and inside the Self-Insured Retention</p>	<p><b>Applicable Limits of Liability:</b>          \$10,000,000 Each Occurrence          \$10,000,000 Completed Operations Hazard Annual Aggregate</p> <p><b>Retained Limit:</b>          \$5,000,000 Self-Insured Retention</p>
<p>Excess of various Underlying Insurances per policy on file with company.</p>	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

A handwritten signature in blue ink, appearing to be 'SMC', written over a horizontal line.

Authorized Representative

July 20, 2015

Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

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### Endorsement # 2

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCESSPROTECT<sup>SM</sup> PLUS ACT OF TERRORISM RETENTION ENDORSEMENT

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

**Section III., RETENTION**, Paragraph A is amended to include the following **Act of Terrorism Retained Limit**:

3. As respects all liability arising out of an **Act of Terrorism**, an **Act of Terrorism Retained Limit** in the amount of \$35,000,000 shall apply per occurrence.

The **Act of Terrorism Retained Limit** applies whether or not any available **Underlying Policies** or other insurance provide coverage to the **Insured**. If there are **Underlying Policies** or other insurance providing coverage to the **Insured**, amounts received through such **Underlying Policies** or other insurance for payment of liability arising out of the **Act of Terrorism** may be applied to reduce or exhaust the **Act of Terrorism Retained Limit**. However, in no event will amounts received through such **Underlying Policies** or other insurance for the payment of **Defense Expenses** reduce the **Act of Terrorism Retained Limit**.

**Section IV., DEFINITIONS**, is amended to include the following additional definitions:

- C. **Act of Terrorism** means:
  1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified act of terrorism defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or
  2. the use or threatened use of force or violence against person or property or commission of an act dangerous to human life or property or commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organization, government, power, authority or military force when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof or to disrupt any segment of the economy.

- D. **Defense Expenses** means any payment allocated to a specific loss, claim or suit for its investigation, settlement or defense, including but not limited to:
1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
  2. Premiums on bonds to release attachments;
  3. Premiums on appeal bonds required by law to appeal any claim or suit;
  4. Costs taxed against the **Insured** in any claim or suit;
  5. Pre-judgment interest awarded against the **Insured**;
  6. Interest that accrues after entry of judgment.
- E. **Act of Terrorism Retained Limit** means the amount to be borne by the **Insured** for liability arising out of an **Act of Terrorism** before this policy applies.

It is understood and agreed that if any other endorsement to this policy excludes coverage for an **Act of Terrorism** arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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**Endorsement # 3**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
ASBESTOS EXCLUSION**

This policy is amended as follows:

This policy does not apply to any liability arising out of:

**Asbestos**

Arising out of or relating in any way to:

1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibers or materials containing asbestos;
2. Exposure to asbestos, asbestos fibers, or material containing asbestos; or
3. Any error or omission in supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with asbestos fibers or material containing asbestos.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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Toll Free: (877) IRON411

**Endorsement # 4**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
CLAIMS NOTIFICATION**

This endorsement modifies insurance provided under the following:

EXCESSPROTECT<sup>SM</sup> PLUS COMMERCIAL EXCESS LIABILITY POLICY

Send all claim notifications and information to:

York Risk Services Group, Inc.  
ATTN: OSC  
P.O. Box 183188  
Columbus, OH 43218-3188

Phone: 1-866-391-9675  
1-866-391-YORK  
Fax: 1-800-393-8104  
Email: [4068ironshorecasualty@york-claims.com](mailto:4068ironshorecasualty@york-claims.com)  
YORK Client Code for Ironshore Casualty: 4068

Key Contacts:  
OSC – Contact:  
Jacob Banker, Assistant Vice President  
Telephone: (916) 580-2453

Client Services Director  
Dena Noerr  
Telephone: (609) 948-5816  
Email: [dena.noerr@york-claims.com](mailto:dena.noerr@york-claims.com)  
York Risk Services Group  
Website: [www.york-claims.com](http://www.york-claims.com)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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Toll Free: (877) IRON411

**Endorsement # 5**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS**  
**ISSUANCE OF COMMERCIAL EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF**  
**CONTROLLING UNDERLYING POLICY**

It is agreed that the following is added to **Section I., Coverage, Paragraph A.:**

This Policy has been issued on the basis that, except where inconsistent with or supplementary to the **Controlling Underlying Policy**, it is following all terms and conditions of the **Controlling Underlying Policy**, which policy should reflect bound coverage in accordance with the warranties, terms, conditions, exclusions and limitations as contained in the binder for the **Controlling Underlying Policy**, dated June 15, 2015.

Following the issuance of the **Controlling Underlying Policy**, a copy of such policy shall be forwarded to the Insurer for review and agreement by the Insurer. If, upon review, we conclude that there are any differences in coverage between the binder and the **Controlling Underlying Policy**, such differences will not be binding upon us unless (1) the Insurer agrees in writing, and (2) the Insured agrees to any additional premium and/or amendment to the provisions of this Policy required by the Insurer related to such differences in coverage.

If, upon review, we conclude that there are no differences in coverage between the binder and the **Controlling Underlying Policy**, we will issue an endorsement to this Policy deleting this endorsement in its entirety.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015  
Date



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**Endorsement # 6**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
MINIMUM EARNED PREMIUM**

It is understood and agreed that in the event of cancellation of this policy by or at the direction of the insured, the Company shall retain a Minimum Earned Premium of 25%.

It is further agreed that the provision regarding cancellation by the insured is amended to read:

“If the Insured cancels this policy, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



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**Endorsement # 7**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
NOTICE OF CANCELLATION ENDORSEMENT**

**Section V. Conditions, Item A. CANCELLATION** is deleted in its entirety and replaced by the following:

**A. CANCELLATION**

1. This policy may be cancelled by the first Named Insured stated in Item 1 of the Declarations either by mailing or delivering advance written notice to the Insurer stating where the cancellation is to take effect. This policy may be cancelled by the Insurer by mailing to such first Named Insured at the address shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, ten (10) days thereafter if cancellation is for non-payment of premium, such cancellation is to take effect. Proof of mailing of notice of cancellation shall be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of written notice either by the first Named Insured or by the Insurer shall be equivalent to mailing. If the first Named Insured cancels, earned premium will be computed in accordance with the customary short-rate table and procedure, but the Insurer will always be entitled to receive or keep the Minimum Premium amount stated in Item 6. of the Declarations. If the Insurer cancels, earned premium will be computed pro rata based on the time this policy was in force.
2. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if the Insurer has not made or offered any refund due. The Insurer's or its representative's check, mailed or delivered to the first Named Insured, will be sufficient tender of any refund due.
3. The first Named Insured stated in Item 1 of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015  
Date



## IRONSHORE SPECIALTY INSURANCE COMPANY

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**Endorsement # 8**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCESSPROTECT<sup>SM</sup> PLUS NUCLEAR LIABILITY EXCLUSION**

This policy is amended as follows:

This policy does not apply to any liability arising out of:

#### **NUCLEAR LIABILITY**

1. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
2. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (b) the Insured is, or had this Policy not been available 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 an agency thereof with any person or organization;
3. Resulting from the hazardous properties of nuclear material if:
  - (a) the nuclear material (i) is at any nuclear facility owned by the Insured or operated by the Insured or on the Insured's behalf or (ii) has been discharged or dispensed 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 the Insured or on the Insured's behalf; or
  - (c) the liability arises out of the furnishing by the 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 injury to or destruction of such nuclear facility and any property thereat.
4. As used in this exclusion:
  - a. "hazardous properties" includes radioactive, toxic or explosive properties;
  - b. "nuclear material" means source material, special nuclear material or by-product material;

- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto ;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
  - i). any nuclear reactor;
  - ii). any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
  - iii) 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 Insured's custody 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
  - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, andincludes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- g. "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;
- h. injury to or destruction of property includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 9**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
OTHER LAWS EXCLUSION**

This policy is amended as follows:

This policy does not apply to any liability arising out of:

**OTHER LAWS**

Arising out of or relating in any way to:

1. The Employee Retirement Income Security Act of 1974 (ERISA) as now or hereafter amended; or
2. Any claim or claims made by or against the Insured with respect to any uninsured/underinsured motorist or automobile no fault or first party personal injury law;

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

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**Endorsement # 10**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
SERVICE OF SUIT**

In the event of the Company's failure 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 a transfer of a case to another court as permitted by the law; 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 Legal Department, Ironshore Holdings, U.S. Inc., One State Street Plaza, 7<sup>th</sup> Floor, New York, NY 10004, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office 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 an Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel 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.

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

July 20, 2015  
Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
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**Endorsement # 11**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
VIOLATION OF ECONOMIC OR TRADE SANCTIONS**

This policy is amended as follows:

**Section V. CONDITIONS** is amended to include the following additional condition:

**Violation of Economic or Trade Sanctions**

If coverage for a claim or "suit" under this policy is in violation of any United States of America's economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim or "suit" shall be null and void.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



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Mailing Address:  
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Boston, MA 02110  
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**Endorsement # 12**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
WAR OR MILITARY ACTION EXCLUSION**

This policy is amended as follows:

This policy does not apply to any liability arising out of:

**WAR OR MILITARY ACTION**

Arising directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these regardless of any other cause or event that contributes concurrently or in sequence to injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



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**Endorsement # 13**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
SUBLIMIT EXCLUSION**

This policy is amended as follows:

This insurance does not apply to:

**Sublimit**

This insurance does not apply to any occurrence, claim or loss subject to a sub-limit in the **Controlling Underlying Policy**. Sub-limit means a limit of liability lower than the otherwise applicable per occurrence, per claim or per loss limit of liability stated in the Declarations of the **Controlling Underlying Policy**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
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**Endorsement # 14**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
AMENDATORY ENDORSEMENT – RESTRICTIVE AS UNDERLYING**

This endorsement modifies insurance provided under the following:

EXCESSPROTECT<sup>SM</sup> PLUS COMMERCIAL EXCESS LIABILITY POLICY

**SECTION V., CONDITIONS,** is amended to add the following additional provision:

**RESTRICTIVE AS UNDERLYING**

If any **Underlying Policy** with limits of liability in excess of the **Controlling Underlying Policy** (the “Intervening Policy”) contains terms, conditions, exclusions or limitations more restrictive than the **Controlling Underlying Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, this Policy shall be deemed to follow those more restrictive terms, conditions, exclusions or limitations of the Intervening Policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015  
Date



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Mailing Address:  
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5th Floor  
Boston, MA 02110  
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**Endorsement # 15**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
AMENDATORY ENDORSEMENT - ASSISTANCE AND COOPERATION**

This endorsement modifies insurance provided under the following:

EXCESSPROTECT<sup>SM</sup> PLUS COMMERCIAL EXCESS LIABILITY POLICY

**SECTION V., CONDITIONS,** is amended to add the following additional provision:

**ASSISTANCE AND COOPERATION**

1. The Insurer shall have the right but not the duty to assume charge of the defense or settlement of any claim or suit against the Insured to which this Policy may apply upon exhaustion of the applicable limits of liability of the **Underlying Policies**. If the Insurer does not exercise the right to assume charge of such defense or settlement, or if the applicable limits of liability of the **Underlying Policies** are not exhausted, the Insurer shall have the right and shall be given the opportunity to associate with the Insured and/or the underlying insurer in the defense and control of any claim or suit likely to involve this Policy.
2. The Insured shall not, except at its own expense, settle any claim or suit or incur any defense costs for any amount to which this Policy applies without the Insurer's written consent.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015

Date



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
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Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 16**

**Policy Number:** 001722602

**Effective Date of Endorsement:** July 01, 2015

**Insured Name:** AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESSPROTECT<sup>SM</sup> PLUS  
NAMED INSURED ENDORSEMENT**

In consideration of the premium charged, coverage is provided under this policy for only the following members of the Authority for California Cities Excess Liability (ACCEL):

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

July 20, 2015  
Date