



CERTIFICATE OF CASUALTY FACULTATIVE REINSURANCE DECLARATIONS

Intermediary: Amwins Insurance Brokerage of California, LLC
21550 Oxnard Street, Suite 1100
Woodland Hills, CA 91367

Previous Certificate No: USXPE0673024

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company - AM Best Rating: A-VIII

Company Reinsured and Mailing Address: **Authority for California Cities Excess Liability Pool (ACCEL)**
c/o Alliant Insurance Services,
560 Mission Street, 6th Floor
San Francisco, CA 94105

Certificate Term: Effective Date: 7/1/2025
Expiration Date: 7/1/2026

ITEM 1. COVERAGE: Reinsurance of the ACCEL Follow Form Excess Liability Memorandum of Coverage:
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

ITEM 2. TOTAL INSURED LIMITS: The sum of the Limits shown below in Company Retention and Reinsurance Accepted

ITEM 3. COMPANY RETENTION: **Underlying Insurance Limits:**
\$25,000,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof in excess of underlying insurance and the Retained Limit.
\$20,000,000 Completed Operations Hazard Annual Aggregate.
\$80,000,000 Policy Pool Aggregate Limit.
These Underlying Insurance Limits are comprised of the following:
\$10,000,000 (with \$40,000,000 Policy Aggregate) Gemini Insurance Company
Excess of \$10,000,000 (with \$10,000,000 Completed Operations Hazard Aggregate and \$40,000,000 Policy Aggregate) Great American

E&S Insurance Company and Starstone Specialty Insurance Company
Excess of \$5,000,000 Allied World National Assurance Company

ITEM 4. REINSURANCE ACCEPTED: \$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 \$2,500,000 (w/ \$10m Annual Policy Aggregate) – Continental Indemnity Company
Excess of \$5,000,000 (w/ \$20,000,000 Annual Policy Aggregate) – Midvale Indemnity Company
Excess of Company Retention

ITEM 5. BASIS OF ACCEPTANCE: EXCESS OF LOSS **X**
CONTRIBUTING EXCESS _____
CONCURRENT **X**
NON-CONCURRENT _____

ITEM 6. REINSURANCE PREMIUM:

100% LAYER PREMIUM:	\$550,000
PARTICIPATION HEREON:	100%
PREMIUM HEREON:	\$550,000.00

ADJUSTABLE: Flat, except for new members added during the Term, for which an additional premium will be charged

CERTIFICATE MINIMUM PREMIUM: 100% (25% Minimum Earned in event of Cancellation)

GOVERNING LAW: California

JURISDICTION: California

ADDITIONAL REINSURANCE CONDITIONS:

- Loss Expense inside the Company Retention and inside the Total Insured Limits;
- Any changes to the 2025-26 MOC must be approved by Reinsurer in advance;
- New members may be added during the Term subject to Reinsurer's prior approval;
- Limits and Retentions apply per participating member;
- Pool Retained Amount includes individual participating members' retained amounts;
- Reinsurer will drop down based on erosion of underlying layer Aggregates in the Underlying (Re)Insurance Policies, excess of \$15,000,000 each Occurrence Retained Limit;
- The SIR does not recognize a Completed Operations Aggregate. Under no circumstances will Reinsurer drop down below the \$15M Pool Retained Amount.

- Extra Contractual Obligations, Excess Policy Limits, Ex Gratia Payments, and any fees, costs, or expenses incurred for a Declaratory Judgment action concerning insurance or reinsurance coverage are excluded;
- Claims Servicer may not be changed without Reinsurer's prior consent.

SCHEDULE OF FORMS AND ENDORSEMENTS:

UE 00 02 04 25 Certificate of Casualty Facultative Reinsurance

UE 00 16 04 21 Certificate Change Endorsements:

1. Schedule of Participating Members
2. Communicable Disease Exclusion
3. Cyber Exclusion
4. Access or Disclosure of Confidential or Personal Information; Electronic Data Exclusion
5. Biometric Data Exclusion
6. Economic or Trade Sanctions Condition
7. Claims Reporting Procedures

CERTIFICATE OF CASUALTY FACULTATIVE REINSURANCE
GENERAL CONDITIONS

In consideration of the payment of the premium and subject to the terms, conditions and limit(s) of liability set forth in the Declarations and any endorsements made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the "Company") in respect of the Company's policy(ies) set forth in the Declarations as follows:

1. **Reinsurer's Liability.** The Reinsurer agrees to indemnify the Company against Losses and Loss Expense that the Company is legally obligated to pay under the policy(ies) reinsured during the term of this Certificate. The liability of the Reinsurer specified in item 4, Reinsurance Accepted of the Declarations, shall follow that of the Company and shall be subject in all respects to the terms and conditions of the Company's policy(ies), except with respect to those terms or conditions that are nonconcurrent with the terms and conditions of this Certificate. The Reinsurer will not be liable for any ex gratia payments.
2. **Company Retention.** The Company warrants to retain for its own account, subject to any applicable treaty or other facultative reinsurance, whether collectible or not, the amount specified in item 3, Company Retention of the Declarations. The Company shall advise the Reinsurer of any facultative reinsurance applicable to its retention.
3. **Policy.** The Company shall furnish the Reinsurer with a copy of its original policy(ies) and any endorsements thereto. Any change in the terms and conditions of the Company's policy(ies) shall not extend the Reinsurer's liability hereunder unless such change is made part of this Certificate by written endorsement of this Certificate, executed by a duly authorized representative of the Reinsurer.
4. **Term.** The effective period of this Certificate shall be as specified in the Declarations at 12:01 A.M. as to both inception and expiration dates at the place specified in the Company's policy(ies).
5. **Rights.** In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator, or statutory successor, have any rights under this Certificate.
6. **Claims.** The following terms and conditions apply in relation to claims.
 - a. The Company shall notify the Reinsurer promptly of any claim or occurrence which in the Company's estimate of the value of injuries or damages sought, might result in a judgment in an amount sufficient to involve this reinsurance.
 - b. The Company shall also notify the Reinsurer promptly of any claim or occurrence in respect of which the Company has created a loss reserve equal to or greater than 50% of the Company's Retention specified in item 3, of the Declarations, or, if this reinsurance applies on a Contributing Excess basis, when notice of claim is received by the Company.
 - c. While the Reinsurer does not undertake and is not required to investigate or defend claims or suits, it shall have the right and be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate.
 - d. All loss settlements made by the Company, provided they are within the terms, conditions and limit(s) of the Company's policy(ies) and within the terms, conditions and limit(s) of this Certificate shall be binding on the Reinsurer. Upon receipt of an acceptable proof of loss, the

- Reinsurer shall promptly pay its proportionate share of such Loss as set forth in item 4, Reinsurance Accepted of the Declarations. In addition thereto, the Reinsurer shall pay its share of Loss Expense in accordance with the terms and conditions of the Company's policy(ies).
- e. If Loss Expense is included within the limit(s) of the Company's policy(ies): (i) the Company Retention shall be satisfied by Loss and/or Loss Expense and (ii) the Reinsurance Accepted shall be exhausted by Loss and/or Loss Expense.
 - f. If Loss Expense is payable in addition to the limits of the Company's policy(ies): (i) the Company Retention shall be satisfied only by Loss, (ii) the Reinsurance Accepted shall be exhausted only by Loss and (iii) Loss Expense shall be payable by the Reinsurer in addition to the Reinsurance Accepted. Reinsurer's maximum liability for any loss expense(s) shall not exceed an amount greater than the Reinsurer's participation limit as described in the Declarations, and Loss Expense shall be payable in addition to such Reinsurance Limits.
 - g. If this reinsurance applies on a Contributing Excess basis, Loss Expense shall be payable by the Reinsurer in the same proportion as the percentage stated in item 4, Reinsurance Accepted of the Declarations.
 - h. If this reinsurance applies on an Excess of Loss basis and Loss Expense is payable in addition to the limits of the Company's policy(ies), Loss Expense shall be payable by the Reinsurer in the same proportion as the Reinsurer's liability for Loss hereunder bears to the Company's gross liability for Loss under the Company's policy(ies).
 - i. If there is no loss payment, the Reinsurer shall pay its proportion of Loss Expense only in respect of business accepted on a Contributing Excess basis and then only in the percentage stated in item 4, Reinsurance Accepted of the Declarations in the first layer of participation.

7. **Definitions.** As used in this Certificate the following terms shall have the meaning set opposite each.

- a. **Excess of Loss** - The limit of liability of the Reinsurer, as stated in item 4, Reinsurance Accepted of the Declarations, applies only to that portion of loss settlements in excess of the applicable retention of the Company as stated in item 3, Company Retention of the Declarations.
- b. **Contributing Excess** - The Company's policy applies in excess of other valid insurance, reinsurance, or a self-insured retention, and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage set forth in item 4, Reinsurance Accepted of the Declarations.
- c. **Loss** - Loss shall mean the sum actually paid by the Company to the Company's policyholder in settlement of losses in accordance with the terms of the Company's policy(ies), and also within the terms of this Agreement, after deducting all amounts which are not reinsured under this Agreement, together with all recoveries, salvages and all claims upon other reinsurances, whether collected or not.
- d. **Loss Expense** - Loss Expense means costs incurred by the Company in the investigation, adjustment and settlement of specific claims and court costs but shall not include office expenses and payments to any employees of the Company or its affiliates or its policyholders.
- e. **Non-Concurrent** - The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

8. **Taxes.** The Company shall be liable for taxes and assessments on premiums ceded to the Reinsurer under this Certificate.
9. **Inspection.** The Reinsurer or its authorized representative(s) shall have the right to inspect, at any reasonable time, all papers, books, accounts, documents, claim files and other records of the Company relating to business reinsured under this Certificate. The Reinsurer's right of inspection shall continue to exist after the termination of this Certificate.
10. **Recoveries.** The Company agrees to enforce its rights of recovery. The Reinsurer shall be paid or credited by the Company with its proportionate share of recoveries. Recoveries shall be calculated as reimbursement obtained or recovery made by the Company less the cost of obtaining such recovery (excluding office expenses and payment to salaried employees of the Company or its affiliates). If the reinsurance afforded by this Certificate is on an excess of loss basis, recoveries shall be applied in the inverse order in which liability attaches. The Reinsurer shall be subrogated to all of the rights of the Company to the extent of its loss payments to the Company.
11. **Insolvency.** In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer directly to the liquidator on the basis of the amount of claim allowed in the insolvency proceeding without diminution by reason of the inability of the Company to pay all or any part of the claim. The Reinsurer shall be given written notice of the pendency of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceedings where such claim is to be adjudicated, any defenses which it may deem available to the Company or its liquidator, the expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of the proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
12. **Offset.** The Reinsurer may offset any and all balance(s), whether on account of premiums, losses or otherwise, due or to become due from one party to the other under this Certificate or any other agreement between the Company and the Reinsurer. If the Company is comprised of more than one entity, all such entities will be considered the Company for purposes of offset. In the event of the insolvency of either the Company or the Reinsurer, offset shall be permitted in accordance with the terms of this clause and as otherwise permitted by law. Each party hereto shall have, and may exercise at any time and from time to time, the right to offset any undisputed balance or balances, whether on account of premiums or on account of losses or otherwise, due from such party to the other (or, if more than one, any other) party hereto under this Certificate or may offset undisputed balances under any other reinsurance agreement heretofore or hereafter entered into by and between them, and may offset the same against any undisputed balance or balances due to the former from the latter under this Certificate. The party asserting the right of offset shall have and may exercise such right whether the undisputed balance or balances due to such party from the other are on account of premiums or on account of losses or otherwise and regardless of the capacity, whether as assuming insurer or as ceding insurer, in which each party acted under this Certificate, provided, however, that, in the event of the insolvency of a party hereto, offsets shall only be allowed in accordance with applicable law. Balances will be considered "disputed" if one party has contested the balance in writing to the other party.
13. **Changes.** The terms of this Certificate shall not be waived, amended or in any way modified unless such waiver, amendment, or modification is contained in a written endorsement to this Certificate, executed by a duly authorized representative of the Reinsurer.

14. **Intermediary.** The Intermediary named herein is hereby recognized as the Intermediary negotiating this Reinsurance for all business hereunder. All communications (including but not limited to notices, statements, premiums, return premiums, commissions and taxes) shall be transmitted to the Company or the Reinsurer(s) through the Intermediary. Payments by the Company to the Intermediary shall be deemed to constitute payment to the Reinsurer(s). Payments by the Reinsurer(s) to the Intermediary shall be deemed to constitute payment to the Company only to the extent that such payments are actually received by the Company.
15. **Cancellation.** Should the Company's policy(ies) be cancelled, this Certificate will terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than 90 days prior written notice by registered mail, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. In the event the Company fails to pay all or any portion of the premium due to the Reinsurer, the Reinsurer may cancel this Certificate upon ten days prior written notice to the Company stating that the Certificate is being cancelled for nonpayment. Proof of mailing shall be deemed proof of notice. The earned premium calculation shall follow the Company's earned premium calculation procedures and will be subject to the minimum premium of this Certificate except that the minimum premium is waived should the Reinsurer cancel for nonpayment of premium.
16. **Arbitration.** Any unresolved difference of opinion between the Reinsurer and the Company with respect to the interpretation of the language, formation or validity of this Certificate or the performance of the obligations under this Certificate shall be submitted to arbitration. Each party shall select an arbitrator within one month after written request for arbitration has been received from the party seeking arbitration. These two arbitrators shall select a third arbitrator within ten days after both have been appointed. Should the arbitrators fail to agree on a third arbitrator, each arbitrator shall select one name from a list of three names submitted by the other arbitrator, and the third arbitrator shall be within one month selected by lot between the two names chosen. If either party fails to choose an arbitrator within one month after receiving the request of the other party to do so, the latter shall choose both arbitrators, who shall choose the third arbitrator. The arbitrators shall be disinterested and shall be present or former officials of other property or casualty insurance or reinsurance companies or Joint Powers Authorities. The arbitrators shall adopt their own rules and procedures and shall render their decision with a view to effecting the intent of this Certificate. The decision of the majority of arbitrators shall be final and binding on the parties. The cost of arbitration, including the fees of the arbitrators, shall be shared equally unless the arbitrators decide otherwise. The arbitrators may not award attorneys' fees, punitive, exemplary, special or consequential damages, unless authorized by law
17. **Legality.** Should any part, term or provision of this Agreement be determined by a court of law to be illegal or in conflict with the law of any jurisdiction, the validity of the remaining portions or provisions shall not be affected thereby.

18. **Notices.** Any written notice required under this Certificate shall be transmitted by the Company to the following person, or other person the Reinsurer may designate:

James A. Damonte
Upland Capital Group
5050 Quorum Drive, Suite 700- #473,
Dallas, TX 75254
Phone: 972-532-0797
Email: jdamonte@uplandcapgroup.com

Upland Specialty Insurance Company by its authorized representative has signed this Certificate of Casualty Facultative Reinsurance to be effective as of the date set forth in the Declarations:

Reinsurer: Upland Specialty Insurance Company

By: 

Name: **James A. Damonte**

Date: 12/17/2025

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 1

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)
Certificate No: **USXPE1009425**
Reinsurer: Upland Specialty Insurance Company
Certificate Term: 7/1/2025 – 7/1/2026

Schedule of Participating Members

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Company Reinsured includes the following:

City of Anaheim, including:

- The City of Anaheim acting as the Successor Agency to the Anaheim Redevelopment Agency;
- Anaheim Housing Authority;
- Anaheim Stadium Incorporated;
- Anaheim Public Improvement Corporation;
- Community Center Authority;
- Anaheim Housing and Public Improvement Authority

City of Bakersfield, including:

- Successor Agency of the Dissolved Bakersfield Redevelopment Agency;
- Greater Bakersfield CVB;
- Bakersfield Community Land Trust

City of Burbank, including:

- Successor Agency to the Redevelopment Agency of the City of Burbank;
- City of Burbank’s Olive I and Olive II Power Generation Facilities;
- City of Burbank’s Lake I Power Generation Facility

City of Modesto, including:

- City of Modesto Redevelopment Successor Agency Oversight Board

City of Monterey, including:

- Successor Agency to the Redevelopment Agency of the City of Monterey;
- Monterey Recovery Facility (Hyperbaric Oxygen Chamber)

City of Mountain View, including:

- City of Mountain View Capital Improvement Financing Authority;
- Shoreline Regional Park Community

City of Ontario, including:

- The Successor Agency to the Ontario Redevelopment Agency;
- City of Ontario Housing Authority;
- City of Ontario Planning Commission;
- City of Ontario Recreation and Parks Commission;
- Ontario City Library Board of Trustees;
- City of Ontario Museum Board;
- Ontario Industrial Development Authority;
- Ontario Redevelopment Financing Authority;
- Ontario Public Financing Authority

City of Palo Alto, including:

- Palo Alto Public Improvement Corporation

City of Salinas, including:

- Successor Agency to the Redevelopment Agency of the City of Salinas

City of Santa Barbara

City of Santa Cruz, including:

- Successor Agency to the Redevelopment Agency of the City of Santa Cruz

City of Santa Monica, including:

- Santa Monica Redevelopment Agency Successor Agency;
- Santa Monica Housing Authority;
- Santa Monica Parking Authority;
- Santa Monica Big Blue Bus

City of Visalia

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 2

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Certificate is amended to include the following exclusion:

Communicable Disease Exclusion

The reinsurance provided by this Certificate does not apply to and the Reinsurer will not be liable for:

Any loss, liability, cost, damage, expense, obligation, judgment, award, or settlement arising out of, resulting from, related to, caused by, or which would not have occurred, in whole or in part, but for a “communicable disease.”

This exclusion is absolute, and applies even if the claim against any insured alleges negligence or wrongdoing in:

- 1) supervising, hiring, employing, training, or monitoring of others that may be infected with or spread a “communicable disease”;
- 2) testing or failing to test for a “communicable disease”;
- 3) failing to prevent the spread of a “communicable disease”;
- 4) oral or written communications or publications, including advertisements, marketing, and social media activities;
- 5) failing to report a “communicable disease” to authorities; or
- 6) creating or contributing to a threat of transmission of a “communicable disease.”

As used herein, a “Communicable disease” means any disease, infection, sickness, illness, condition, disorder, or syndrome that is:

- a) caused by, or attributable to; or
- b) transmitted or is capable of being transmitted, directly or indirectly, to or from a person or an animal, through;
any bacteria, virus, yeast, spore, mycotoxin, or pathogen.

This reinsurance shall not recognize reduction or exhaustion of the Company Retention by any claim for or suit for or payment of any amount excluded by this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 3

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Certificate is amended to include the following exclusion:

Cyber Exclusion

The reinsurance provided by this Certificate does not apply to and the Reinsurer will not be liable for:

Any loss, cost, expense, damages, liability, obligation, judgment, award, or settlement arising out of, resulting from, related to, caused by, or which would not have occurred, in whole or in part, but for any "cyber act" or any "cyber incident" or any failure to detect, identify, mitigate, or prevent a "cyber act" or a "cyber incident." This exclusion shall apply regardless of who owns or leases any "computer system" or any part of any "computer system."

As used herein, a "cyber act" means an unauthorized, malicious, or criminal act, or series of related unauthorized, malicious, or criminal acts, or the threat or hoax of such acts, that involve, include, relate to, or result in, any person, group, or entity gaining access to, using, operating, damaging, controlling, or destroying any "computer system" or any part of any "computer system" or any information created, maintained, or existing in a "computer system." "Cyber act" may include, but is not limited to, the use, deployment, or activation of malware, phishing, spoofing, computer viruses, ransomware, worms, bots and/or botnets, Trojan horses, spyware, adware, rootkits, keyloggers, or any similar software, code, files, or tools.

As used herein, a "cyber incident" means any act, error, or omission, or series of related acts, errors, or omissions committed by any insured, or by any person, group, or entity acting on behalf of an insured, that allows, causes, contributes to, or results in any damage to, or any destruction of, or any inability to access, use, or control any "computer system" or any part of any "computer system" or any information created, maintained, or existing in a "computer system." "Cyber incident" may include, but is not limited to, the presence, operation, activation, or installation of, or, a failure to detect, identify, mitigate, or prevent any malware, phishing, spoofing, computer viruses, ransomware, worms, bots and/or botnets, Trojan horses, spyware, adware, rootkits, keyloggers, or any similar software, code, files, or tools.

As used herein, a "Computer system" means and includes any computer, hardware, software, application, communications system, electronic device capable of receiving, sending, or storing information (including, but not limited to, a smart phone, laptop, tablet, tracking device, or wearable device), network, server, any cloud equipment or service, or microcontroller, including any similar system or any configuration of the aforementioned, and including any associated input, output, data storage device, networking equipment, or back up facility. This definition applies regardless of the location of the "computer system" and regardless of whether the "computer system" is incorporated into, or made part of, any type of property or product.

This reinsurance shall not recognize reduction or exhaustion of the Company Retention by any claim for or suit for or payment of any amount excluded by this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 4

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Certificate is amended to include the following exclusion:

Access or Disclosure of Confidential Information or Personal Information and Data Related Liability Exclusion

The reinsurance provided by this Certificate does not apply to and the Reinsurer will not be liable for:

Any loss, damage, liability, cost or expense of any kind, resulting from, based upon, arising out of, directly or indirectly, in whole or in part, or in any way related to any of the following:

- a. any actual or alleged access to, or disclosure, release, or distribution of, any person's or any organization's confidential or personal information, including but not limited to patents (whether submitted, pending, or granted), trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of information that is either not available to the general public, or not intended to be available to the general public; or
- b. loss of, loss of use of, damage to, impairment of, corruption or alteration of, inability to access, or inability to manipulate or use any "electronic data."

This exclusion applies regardless of whether the alleged acts, errors, omissions, or circumstances are intentional or accidental, and regardless of whether known or unknown by the Company or its policyholder(s) or any other party arising out of that which is described above.

This exclusion applies even if losses or damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other fee, cost, or expense incurred by the Company, or its policyholder(s), or any other party due to, or in connection with, anything falling within the scope of this exclusion.

"Electronic data" as used herein means any information, facts, files, data, databases, compilations, materials, images, programs, applications, code, systems, or software:

- a. stored on a "computer";
- b. created or used on a computer";
- c. transmitted to or from a "computer"; or.
- d. capable of being transmitted to or from a "computer".

“Electronic data” includes, but is not limited to, content on hard or floppy disks, CDROMs, tapes, thumb-drives, flash drives, or other external storage devices.

“Computer” as used herein means any computer, computer hardware, communications system or device, network, server, cloud equipment or service, back-up device or service, microcontroller, and/or electronic device capable of receiving, sending, or storing information (including, but not limited to, a smartphone, laptop, tablet, tracking device, or wearable device). This definition applies regardless of the location of the “computer” and regardless of whether the “computer” is incorporated into, or made part of, any type of property or product, whether owned or operated by the Company, or its policyholder(s), or any other party.

This reinsurance shall not recognize reduction or exhaustion of the Company Retention by any claim for or suit for or payment of any amount excluded by this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 5

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Certificate is amended to include the following exclusion:

Biometric, Genetic, and Personal Data Privacy Exclusion

The reinsurance provided by this Certificate does not apply to and the Reinsurer will not be liable for:

any loss, damage, suit, petition, claim, demand, costs, fees, fines, penalties, risk, liability, or expenses of any kind, resulting from, based upon, arising out of, directly or indirectly, in whole or in part, or in any way related to any of the following:

- a. any actual or alleged violation, in whole or part, of any "Biometric, Genetic, or Personal Data Privacy Laws", whether such actual or alleged violation is intentional or accidental, and whether known or unknown by the Company or any of its policyholders;
- b. any actual or alleged taking, gathering, recording, copying, obtaining, compiling, collection, capture, procurement, use, misuse, disclosure, release, sharing, distribution, transmission, dissemination, communication, conveyance, access, acquisition, sale, lease, trading, marketing, publication, printing, entrustment, conversion, theft, loss, loss of use, inaccessibility, corruption, impairment, handling, transporting, storage, movement, organization, modification, alteration, manipulation, retention, maintenance, disposal, discarding, deletion, or destruction of "Biometric Data", "Genetic Data" or "Personal Data", whether intentional or accidental, and whether known or unknown by the Company or any of its policyholders;
- c. any actual or alleged breach of any express or implied contract, or contract provision, related in any way to "Biometric Data", "Genetic Data" or "Personal Data", whether intentional or accidental, and whether known or unknown by the Company or any of its policyholders.

These exclusions apply regardless of whether any of the allegations described above are made against the Company, or any of its policyholders, or any other person or entity. These exclusions also apply to any claim, demand, suit, or petition asserting that the Company or any of its policyholders: (i) was or is obligated to defend or indemnify a person or entity faced with any of the allegations described above; (ii) neglected, failed, acted wrongfully, or erred in the employment, selection, hiring, training, placement, supervision, monitoring, or management of any person or entity that actually or allegedly violated, in whole or part, any "Biometric, Genetic, or Personal Data Privacy Laws"; or, (iii) neglected, failed, acted wrongfully, or erred in the maintenance or protection of any premises, system, device, or service through which "Biometric Data", "Genetic Data" or "Personal Data" was or is collected, stored, held, or maintained.

rights or interests in “Biometric Data”, “Genetic Data”, or “Personal Data.” Such laws include but are not limited to: the Illinois Biometric Information Privacy Act; the California Consumer Privacy Act; the California Privacy Rights Act; the Colorado Privacy Act; the Connecticut Data Privacy Act; the Delaware Personal Data Privacy Act; the Indiana Consumer Data Protection Act; the Iowa Consumer Data Protection Act; the Montana Genetic Information Privacy Act; the Oregon Consumer Privacy Act; the Tennessee Information Protection Act; the Texas Data Privacy and Security Act; the Utah Consumer Privacy Act; the Virginia Consumer Data Protection Act; Washington’s People’s Privacy Act; the EU General Data Protection Regulation; any amendments to such laws; and, any similar legislation enacted by any municipality, county, state, nation, or country.

This reinsurance shall not recognize reduction or exhaustion of the Company Retention by any claim for or suit for or payment of any amount excluded by this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 6

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

In accordance with the terms and conditions of the Certificate, it is understood and agreed that the Certificate is amended to include the following condition:

Economic or Trade Sanctions Condition

Payment of loss under this reinsurance certificate shall only be made in full compliance with all United States of America economic or trade sanction 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").

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.

CERTIFICATE CHANGE ENDORSEMENT

Endorsement No: 7

Company Reinsured: Authority for California Cities Excess Liability Pool (ACCEL)

Certificate No: **USXPE1009425**

Reinsurer: Upland Specialty Insurance Company

Certificate Term: 7/1/2025 – 7/1/2026

CLAIM REPORTING PROCEDURES

Notice of any occurrence, event, offense, wrongful act, or accident that is reasonably likely to implicate this reinsurance is to be sent with all pertinent facts to:

Telephone: 1-888-344-7100

Electronic Mail: claims@uplandspecialty.com

Facsimile: 1-888-892-1683

Internet: www.uplandcapgroup.com

Regular Mail: 5050 Quorum Drive, Suite 700- #473,
Dallas, TX 75254

The Company shall advise Reinsurer promptly of all losses which equal or exceed fifty percent (50%) of Company retentions outlined in the declarations and which, in the opinion of the Company, may result in a claim hereunder, and of all subsequent developments thereto that may materially affect the position of the Reinsurer. The Company shall provide the Reinsurer, regardless of the liability of the member or coverage under the policy, a written report of any loss occurrence involving the following categories:

1. Cases involving coverage issues including, but not limited to allegations of; civil rights violations, employment practices liability, employee benefits liability, punitive damages, environmental liability claims, advertising injury, third party claims involving law enforcement activities and any other non-specific coverage question;
2. Any claim assigned a trial date, as soon as the trial date is on the court calendar;
3. Claims involving allegations of harassment, including but not limited to sexual, employment-based or third-party, bullying or any other actionable harassment;
4. Any claim involving sexual misconduct or molestation – including allegations of assault, misconduct, rape and related offenses;
5. Class action lawsuits;
6. Fatalities;
7. Spinal cord injuries resulting in any degree of paraplegia or quadriplegia;

8. Nerve damage injuries resulting in paralysis or loss of sensation;
9. Brain damage claims including; but not limited to, closed head injuries, permanent disorientation, behavior disorder, personality change, seizure, motor deficit or other cognitive disorders;
10. Burns – third degree burns involving 10% of the body, or second-degree burns involving 30% of the body;
11. Amputation – complete or partial;
12. Impairment of vision or hearing – 50% or greater;
13. Multiple injuries arising out of one occurrence, including but not limited to; massive internal injuries or multiple fractures involving more than one member or multiple claimants.

ALL OTHER TERMS AND CONDITIONS OF THIS CERTIFICATE REMAIN UNCHANGED.