

## **IMPORTANT NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. 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 VISIT THE NAIC'S INTERNET WEB SITE AT [WWW.NAIC.ORG](http://WWW.NAIC.ORG). THE NAIC — THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS — IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.**

**5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE: [HTTPS://NAIC.ORG/STATE\\_WEB\\_MAP.HTM](https://naic.org/state_web_map.htm).**

**6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: [WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07-LASLI/LASLI.CFM](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE 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.**



**POLICY NO.: AESIR-151-AEFF-ACCEL-01-2024  
NEW BUSINESS**

**EXCESS FOLLOW FORM – 01 (Ed. 02/24)**

**DECLARATIONS**

- Item 1. a) **Named Insured:** Authority for California Cities Excess Liability (ACCEL)
- b) **Address of Named Insured:** 560 Mission Street, 6th Floor  
San Francisco, CA 94105
- Item 2. **Policy Period:** From: July 1, 2024  
at 12:01 am standard time at the address of the Named Insured.  
To: July 1, 2025  
at 12:01 am standard time at the address of the Named Insured.
- Item 3. **Retroactive Date:** Not Applicable
- Item 4. a) **Followed Policy:**
  - Lead Insurers: Great American E&S Insurance Company  
StarStone Specialty Insurance Company
  - Policy Numbers: 1827326-09  
APEICS1827326-09
  - Coverage: Special Excess Liability
  - Policy Period: From: July 1, 2024 To: July 1, 2025
  - Limits of Liability: \$10,000,000 Per Occurrence, Offense, or Wrongful Act  
\$10,000,000 Completed Operations Hazard Aggregate  
\$40,000,000 Annual Policy Aggregate
- b) **Underlying Policy(ies):** As per Endorsement No. 1 Schedule of Excess Policy(ies)  
Section I – Schedule of Underlying Policy(ies)
- c) **Quota Share Policy(ies):** As per Endorsement No. 1 Schedule of Excess Policy(ies)  
Section II. – Schedule of Quota Share Policy(ies)
- Item 5. **Limit of Liability:** a) USD \$5,000,000 Each **Occurrence, Claim or Loss**  
(Insuring Agreement 2):
- b) USD \$20,000,000 Aggregate
- Item 6. **Underlying Limits:** a) USD \$60,000,000 Each **Occurrence, Claim or Loss**  
(Insuring Agreement 2):
- b) As fully set forth in Endorsement No. 1 Schedule of Excess Policy(ies) Section I – Schedule of Underlying Policy(ies)



**POLICY NO.: AESIR-151-AEFF-ACCEL-01-2024  
NEW BUSINESS**

**DECLARATIONS, cont'd**

Item 7. Notice to:  
(Conditions 3 and 5)

a) All Notices of **Occurrences, Claims or Loss:**

To:

Trisura Specialty Insurance Company  
c/o Æsir Insurance Services, LLC  
7639 Lovers Ln.  
Dallas, TX 75225  
[claims@aesirinsurance.com](mailto:claims@aesirinsurance.com)

California Premium:	\$200,000.00
Non-Taxable Fees:	\$20,000.00
Taxable Fees:	\$0.00
Surplus Lines Tax:	\$6,000.00
Stamping Fee:	\$360.00

b) All other Notices:

To:

Trisura Insurance Company  
c/o Æsir Insurance Services, LLC  
7639 Lovers Ln.  
Dallas, TX 75225  
[underwriting@aesirinsurance.com](mailto:underwriting@aesirinsurance.com)

Item 8.	a) Premium:	USD 200,000	(for 100% Flat Annual)
	b) Minimum Earned Premium:	USD 70,000	or 35%
	c) Commission:	Nil	

Item 9. **Company:** Trisura Specialty Insurance Company  
210 Park Avenue, Suite 900  
Oklahoma City, OK 73102, USA

Item 10. **Authorized Representative** Æsir Insurance Services, LLC  
7639 Lovers Ln. Dallas, TX 75225

Item 11. **Policy Form:** Excess Follow Form – 01 (Ed. 02/24)  
**Endorsements:** 1 – 11 at Policy Issuance

**Authorized Representative**



**POLICY NO.: AESIR-151-AEFF-ACCEL-01-2024  
NEW BUSINESS**

**EXCESS FOLLOW FORM**

**INSURING AGREEMENTS:**

**1. COVERAGE**

The **Company** (as stated in Item 9 of the Declarations) hereby agrees, subject to the limitations, terms and conditions contained herein, to pay those sums which the **Insured** shall be obligated to pay as **Damages** by reason of the liability arising out of the hazards covered by, and as more fully defined in, the **Followed Policy** (as stated in Item 4 a) of the Declarations and hereinafter referred to as the "**Followed Policy**"); provided always however, that this Policy shall not apply until the **Underlying Policy(ies)** (as set forth in Section I of Endorsement No. 1 'Schedule of **Underlying Policy(ies)**' to this Policy and hereinafter referred to as "**Underlying Policy(ies)**") have paid or have been held liable to pay the full amount of their respective Limit(s) of Liability in accordance with Insuring Agreement 2.

The **Company** further agrees that this Policy will follow the same terms, definitions, exclusions and conditions (except as otherwise provided herein) as are, at inception hereof, contained in the **Followed Policy**.

Notwithstanding the foregoing, in the event that any of the following amendment(s) are subsequently made to the terms, definitions, exclusions and conditions of the **Followed Policy** in effect at inception hereof:

- a. any change which is subject to an additional premium charge,
- b. the inclusion of an additional coverage extension endorsement, or
- c. any change to the insuring agreements, definitions, exclusions and conditions which is intended to broaden the scope of coverage already provided, other than Insureds or Named Insureds added without an added premium charge,

then such amendment(s) shall not be binding upon the **Company** unless otherwise agreed in writing by the **Company**.

**2. LIMIT OF LIABILITY**

The **Company** shall be liable only to pay sums up to:

USD (as stated in Item 5.a) of the Declarations)	in respect of each <b>Occurrence, Claim</b> or <b>Loss</b> subject to a limit of
USD (as stated in Item 5.b) of the Declarations)	in the aggregate during the currency of this Policy



**POLICY NO.: AESIR-151-AEFF-ACCEL-01-2024  
NEW BUSINESS**

but liability shall attach to the Company only after the **Underlying Policy(ies)** have paid or have been held liable to pay the full amount of their respective Limit(s) of Liability as follows:

- |  |   |
|--|---|
| USD (as stated in Item 6.a) of the Declarations) | in respect of each Occurrence, Claim or Loss but  |
| USD (as stated in Item 6.b) of the Declarations) | in the aggregate during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the <b>Followed Policy</b> |

which in turn is excess of various insurances and/or retentions as more fully set forth in the **Followed Policy**.

**CONDITIONS:**

**1. MAINTENANCE OF UNDERLYING INSURANCE**

It is a condition of this policy that the **Underlying Policy(ies)** shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment by **Underlying Policy(ies)** of any **Loss(es)** which would be covered by this Policy but for its attachment. In the event of the **Insured's** failure to maintain the **Underlying Policy(ies)** in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

**2. ASSISTANCE AND COOPERATION**

The **Company** shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought or proceeding instituted against the **Insured**; however, the **Company** shall have the right and shall be given the opportunity to associate with the **Insured** or the **Insured's** underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an **Occurrence, Claim or Loss** where the claim, suit or proceeding involves, or appears reasonably likely to involve the **Company**, in which event the **Insured** and the **Company** shall cooperate in all things in the defense of such claim, suit or proceeding. The **Company's** invocation of such right to associate shall not be deemed in any way an admission that the subject claim, suit or proceeding is covered by this Policy, in whole or in part.

**3. CANCELLATION**

This Policy may be canceled by the first **Named Insured** listed in Item 1. a) of the Declarations of



**POLICY NO.: AESIR-151-AEFF-ACCEL-01-2024  
NEW BUSINESS**

this Policy by mailing or delivering to the **Authorized Representative** at the address set forth in Item 7(b) of the Declarations of this Policy advance written notice of cancellation. This Policy may be canceled by or on behalf of the **Company** 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 first **Named Insured's** address set forth in Item 1. b) of the Declarations of this Policy, written notice stating when thereafter, not less than fifteen (15) days in the event any premium is not paid when due, and not less than sixty (60) days in all other cases, cancellation shall be effective. Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. It is agreed that the first **Named Insured** shall act on behalf of all **Insureds** with respect to giving and receiving notice of cancellation. The **Policy Period** terminates at the date and hour specified in such notice, but in case of notice of cancellation by the first **Named Insured**, in no event prior to the date such notice is received by the **Authorized Representative**.

If this Policy shall be canceled by the first **Named Insured**, the **Company** shall return ninety percent (90%) of the unearned portion of the premium calculated on a pro rata basis unless there is a Minimum Earned Premium set forth in Item 8. (b) of the Declarations of this Policy, in which case the **Company** shall retain the **Minimum Earned Premium** and return the difference, if any, between the Minimum Earned Premium and the unearned portion of the premium calculated on a pro rata basis.

If this Policy is canceled by the **Company**, the **Company** shall return to the first **Named Insured** the unearned portion of the premium calculated on a pro rata basis.

Notwithstanding any other provision in this Policy, in the event that a financial strength rating is issued (1) below "A -" (A minus) by A.M. Best Co., or (2) below "BBB" by Standard & Poor's Ratings Services, for the Insurer (hereinafter "Credit Rating Downgrade"), this Policy may be canceled by the **Named Insured** by mailing written notice to the **Authorized Representative** or by surrender of this Policy to the **Company** or its **Authorized Representative**. If this Policy is canceled by the **Named Insured** after such Credit Rating Downgrade, the **Company** shall retain the pro rata proportion of the premium herein.

Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

**4. OTHER INSURANCE**

If other valid and collectible insurance is available to the **Insured** covering **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.



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NEW BUSINESS**

**5. NOTICE OF OCCURRENCE, CLAIM OR LOSS**

As a condition precedent to any coverage hereunder, whenever the **Insured** has information from which they may reasonably conclude that an **Occurrence, Claim or Loss** potentially covered hereunder involves injuries or damages which, in the event that the **Insured** should be held liable, is likely to involve this Policy, notice shall be sent to the **Authorized Representative** at the address stated in Item 7.a) of the Declarations as soon as practicable.

**6. NON-FOLLOW FORM**

Notwithstanding the terms, conditions and exclusions or limitation of this Policy, in no event shall this Policy follow the terms, conditions, exclusions or limitations in the **Followed Policy** or provide coverage under this Policy with respect to or as a result of any of the following clauses or similar clauses in the **Followed Policy**:

- a. Liberalization Clause;
- b. Cancellation, non-renewal or change in terms notice provisions;
- c. Crisis Management or Crisis Response provisions;
- d. Accident Insurance provisions; or
- e. Sublimit of liability, unless coverage for such sublimit is specifically endorsed to this Policy;
- f. Service of Suit Clause or endorsement.

**7. RESTRICTIVE AS UNDERLYING AND QUOTA SHARE**

Notwithstanding the terms, conditions and exclusions or limitations of this Policy, if either

Any **Underlying Policy(ies)** with limits of liability in excess of the **Followed Policy** but underlying to this Policy (the **Intervening Policy(ies)** as set forth in Section I B) of Endorsement No. 1 ‘Schedule of **Intervening Policy(ies)**’ to this Policy and hereinafter referred to as “**Intervening Policy(ies)**”); or

Any **Quota Share Policy(ies)** (as set forth in Section II of Endorsement No. 1 ‘Schedule of **Quota Share Policy(ies)**’ to this Policy and hereinafter referred to as “**Quota Share Policy(ies)**”);

contain any warranties, terms, conditions, exclusions or limitations more restrictive than this Policy or the **Followed Policy**, whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall be deemed to follow those most restrictive warranties, terms, conditions, exclusions or limitations in such **Intervening Policy(ies)** and **Quota Share Policy(ies)**.



Æsir Insurance Services, LLC™

7639 Lovers Ln.  
Dallas, TX 75225  
(972) 900-8540  
[underwriting@aesirinsurance.com](mailto:underwriting@aesirinsurance.com)

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NEW BUSINESS**

**IN WITNESS WHEREOF**, the **Company** has caused this Policy to be signed by its duly appointed **Authorized Representative**.

A handwritten signature in blue ink, appearing to read "A. Tilley", written in a cursive style.

**AARON B. TILLEY  
CHIEF EXECUTIVE OFFICER  
ÆSIR INSURANCE SERVICES, LLC**

Endorsement No.:	1
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024 At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

**SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT**

**Section I. – Schedule of Underlying Policy(ies)**

<b>Coverage Description</b>	<b>Insurer Policy Number</b>	<b>Limits of Insurance</b>
<b>Retained Limit</b>	Per Endorsement 2, Schedule of Member Agencies Endorsement	\$15,000,000 Per Occurrence, Offense, or Wrongful Act
<b>Special Excess Liability</b>	Great American E&S Insurance Company Policy # 1827326-09  StarStone Specialty Insurance Company Policy # APEICS1827326-09	\$10,000,000 Per Occurrence, Offense, or Wrongful Act \$10,000,000 Completed Operations Hazard Aggregate \$40,000,000 Annual Policy Aggregate
<b>Excess Liability</b>	Gemini Insurance Company Policy # CEX09600358-11	\$10,000,000 Each Occurrence \$40,000,000 Annual Policy Aggregate
<b>Excess Liability</b>	Everest Re Policy # FC10049109-2024  Upland Specialty Insurance Company Policy # USXPE0673024  Continental Indemnity Company Policy # JCI24NPX-01050-04  Midvale Indemnity Company Policy # PEF-172343050-01	\$12,000,000 Each Occurrence \$48,000,000 Annual Policy Aggregate
<b>Excess Liability</b>	Allied World National Assurance Company Policy # 0306-8014	\$5,500,000 Each Occurrence \$22,000,000 Annual Policy Aggregate
<b>Excess Liability</b>	StarStone Specialty Insurance Company Policy # CSX00103068P-00	\$5,000,000 Each Occurrence \$20,000,000 Annual Policy Aggregate
<b>Excess Liability</b>	Homesite Insurance Company Policy # PEX-218734000-01	\$2,500,000 Each Occurrence \$10,000,000 Annual Policy Aggregate

**Section II. – Schedule of Quota Share Policy(ies)**

Not applicable.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

Endorsement No.:	2
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Authorized Representative:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

**SCHEDULE OF MEMBER AGENCIES ENDORSEMENT**

The most we will pay under this Policy for **Ultimate Net Loss** by any **Insured** shown in the Schedule below is the Limit of Insurance indicated on the Declarations in excess of the applicable **Retained Limit** amount.

<b>Named Insured</b>	<b>Retained Limit</b>
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; and the Anaheim Housing and Public Improvement Authority	\$15,000,000
City of Bakersfield, including: Successor Agency of the Dissolved Bakersfield Redevelopment Agency; Greater Bakersfield CVB; Bakersfield Community Land Trust	\$15,000,000
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	\$15,000,000
City of Modesto, including: City of Modesto Redevelopment Successor Agency Oversight Board	\$15,000,000
City of Mountain View, including: City of Mountain View Capital Improvement Financing Authority; Shoreline Regional Park Community	\$15,000,000
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	\$15,000,000
City of Palo Alto, including: Palo Alto Public Improvement Corporation	\$15,000,000
City of Santa Barbara	\$15,000,000
City of Santa Monica, including: Santa Monica Redevelopment Agency Successor Agency; Santa Monica Housing Authority; Santa Monica Parking Authority; Santa Monica Big Blue Bus	\$15,000,000

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	3
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Authorized Representative:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

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### **ARBITRATION AND CHOICE OF LAW ENDORSEMENT (JAMS/CA)**

Any dispute, claim or controversy arising out of or relating to this Policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") as the Rules exist on the effective date of this Policy, and in accordance with the expedited procedures set forth therein, including Rules 16.1 and 16.2.

Within 30 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator to act as Chair within 30 days of their selections. The third arbitrator shall be an attorney with at least 20 years of active litigation experience, and have previously served as Chair or sole arbitrator in at least 10 arbitrations that have proceeded to a reasoned award following a hearing on the merits. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules and this agreement to arbitrate. All arbitrators shall serve as neutral, independent and impartial arbitrators. Each party shall communicate its choice of a party-appointed arbitrator only to the JAMS Case Manager in charge of the filing. Neither party is to inform any of the arbitrators as to which of the parties may have appointed any of them.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including all hearings, except as may be necessary to prepare for or conduct the arbitration hearings, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

In any arbitration arising out of or related to this Policy, the arbitrators are not empowered to award punitive or exemplary damages, and the parties mutually waive any right to recover any such damages. In any arbitration arising out of or related to this Policy, the arbitrators may not award any incidental, indirect or consequential damages, including damages for lost profits.

In any arbitration arising out of or related to this Policy, the arbitrators shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by that party in connection with the

arbitration. If the arbitrators determine a party to be the prevailing party under circumstances where that party won on some but not all of the claims and counterclaims, the arbitrators shall award that party an appropriate percentage of the costs and attorneys' fees reasonably incurred by that party in connection with the arbitration.

Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Policy and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Policy evidences a transaction involving interstate commerce. Accordingly, notwithstanding the applicable substantive law, any arbitration conducted pursuant to the terms of this agreement to arbitrate shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	4
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated Declarations page)

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### **LIMITED DROP DOWN ENDORSEMENT**

The minimum applicable attachment for coverage provided under this policy in the event of the erosion of any applicable underlying insurance is as follows:

**Minimum Attachment: USD \$15,000,000**

Such amounts shall be self-insured by the **Named Insured** for each and every **Occurrence** where no underlying insurance is available.

This policy shall only recognize erosion of the underlying insurance where any applicable aggregate limit(s) or reinstatement(s) is reduced or exhausted by actual payment of damages covered by this Policy.

For the purposes of this endorsement, the applicable aggregate limits of the underlying insurance will not be reduced or exhausted for any other reason including, but not limited to, uncollectibility (in whole or in part) of such underlying insurance.

In such the event the **Named Insured** fails to maintain such underlying insurance, the **Company** shall only be liable to the same extent as if such underlying insurance was maintained.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	5
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024

At 12:01 A.M. prevailing time at the address of the **Named Insured** as stated on the Declarations page)

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### **MINIMUM EARNED PREMIUM ENDORSEMENT**

It is agreed and understood that the following is hereby added as a Condition of the Policy:

The Company shall earn and be entitled to retain a minimum of **35%** of the Premium listed in the Declarations upon binding coverage.

Such amounts shall be due and payable, and the Company shall have the right to retain such minimum earned premium, regardless of any cancellation of the policy, terms governing the method of calculating return premium, or any other terms of the Policy or Followed Policy.

If the minimum earned premium listed above is 100%, the Company shall fully earn the entire premium at binding and shall not be obligated to return any premium in the event the Named Insured cancels coverage. Where the premiums are fully earned at binding, the Company may not cancel the Policy absent fraud, material misrepresentation, or non-payment by the Named Insured.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	6
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

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### **CANCELLATION ENDORSEMENT**

It is hereby agreed that Paragraph (1) of CONDITION 3, CANCELLATION, is deleted and replaced by the following:

This Policy may be canceled by the first Named Insured listed in Item 1. a) of the Declarations of this Policy by mailing or delivering to the Authorized Representative at the address set forth in Item 7(b) of the Declarations of this Policy advance written notice of cancellation. This Policy may be canceled by or on behalf of the Company 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 first Named Insured's address set forth in Item 1. b) of the Declarations of this Policy, written notice stating when thereafter, not less than ten (10) days in the event any premium is not paid when due, and not less than ninety (90) days in all other cases, cancellation shall be effective. Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. It is agreed that the first Named Insured shall act on behalf of all Insureds with respect to giving and receiving notice of cancellation. The Policy Period terminates at the date and hour specified in such notice, but in case of notice of cancellation by the first Named Insured, in no event prior to the date such notice is received by the Authorized Representative.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	7
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated Declarations page)

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### **ECONOMIC SANCTIONS LIMITATION**

Notwithstanding any other terms in the Policy or Followed Policy, the Company shall not be obligated to defend, pay damages, or pay any other loss to, or on behalf of, an Insured that could expose it to any applicable governmental or regulatory sanction, prohibition or restriction or which is otherwise prohibited or restricted by the United States, United Kingdom or European Union.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	8
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

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**TRIA DISCLOSURE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

- I hereby elect to purchase terrorism coverage for a prospective premium of USD \$ Nil.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

<b>Policyholder's Signature:</b>	_____	<b>Insurance Company:</b>	Trisura Specialty Insurance Company _____
<b>Print Name:</b>	_____	<b>Policy No.:</b>	AESIR-151-AEFF-ACCEL-01-2024 _____
<b>Date:</b>	_____		

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Endorsement No.:	9
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

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### **U.S. TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) ENDORSEMENT**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

In consideration of an additional premium of USD \$. Nil included and paid as part of the policy premium, it is hereby noted and agreed with effect from inception that any Terrorism exclusion otherwise applicable shall not apply to any "insured loss" directly arising from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002," as amended ("TRIA").

The coverage afforded by this Endorsement is only in respects of any "insured loss" of the type otherwise covered by this Policy directly arising from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at the date and time on which the TRIA program is scheduled to terminate or the expiry date of the Policy, whichever occurs first, and shall not cover any losses or events that arise after the earlier of these dates.

Any terrorism exclusion otherwise included in the Policy directly or by reference applies in full force to any other losses, acts or events that are not included in the TRIA definition of an "act of terrorism."

The Company will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) including, but not limited to, the application of any clause which results in a cap on the Company's liability for payment of terrorism losses.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	10
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024
	At 12:01 A.M. prevailing time at the address of the <b>Named Insured</b> as stated on the Declarations page)

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### **EQUAL TERMS ENDORSEMENT**

The Named Insured and Company hereby agree that the coverage provided by this Policy, notwithstanding any other in the Policy or Followed Policy, is offered and accepted on the basis that it shall be no broader than any coverage provided by any applicable underlying insurance or insurance provided quota share as part of the same layer as this Policy.

This Policy shall enjoy equal terms with such underlying or quota share insurance according to language identical to the most restrictive terms agreed by the Named Insured in such underlying or quota share policies. Such language shall supersede any terms in intervening layers or this Policy which offer broader coverage.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.

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Endorsement No.:	11
Named Insured:	Authority for California Cities Excess Liability (ACCEL)
Company:	Trisura Specialty Insurance Company
Company's Agent:	Aesir Insurance Services, LLC
Policy:	AESIR-151-AEFF-ACCEL-01-2024
Effective Date:	July 1, 2024

At 12:01 A.M. prevailing time at the address of the **Named Insured** as stated on the Declarations page)

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### **REQUIRED NOTICE CONDITION ENDORSEMENT**

Notwithstanding any provision to the contrary, it is understood and agreed that as a Condition precedent to coverage under this Policy, written notice shall be provided by the **Named Insured** as soon as practicable to the **Company(ies)' Agent** if any **Executive Officer** or any manager or equivalent-level employee of the risk management, insurance or law department of the **Named Insured** or any Insured receives a claim, or has knowledge of any event which may give rise to an occurrence, claim or loss (irrespective of any apparent liability), whenever the claim or event involves any of the following:

1. death;
2. traumatic head injury;
3. any injury requiring hospitalization for more than 30 days;
4. injuries resulting in paraplegia or quadriplegia;
5. partial or total loss of eyesight;
6. third-degree burns covering 25% or more of the body;
7. any claim for which the qualified self-insurance services provider or an employee has recommended a reserve (including expense) equal to 33% or more of the retained limit;
8. any traumatic loss of or surgical amputation of any limb;
9. any claim made where the damages demanded equal or exceed the retained limit;
10. any claim, or the commencement of any criminal investigation or prosecution, alleging sexual misconduct of any kind; or
11. any claim, or the commencement of any criminal investigation or prosecution, alleging an employment-related practices violation.

The written notice shall contain as much of the following information as is available, and be updated timely:

1. the specific conduct or breach of duty;
2. the date of such conduct;
3. the injury or damage which has or may result from such conduct;
4. the identity of the Insured who may be the subject of the claim;
5. the identity of the potential claimants;
6. the anticipated location of the claim to be made; and
7. the circumstances by which the Insured first became aware of the potential claim.

For purposes of this Endorsement, “**Executive Officer**” shall mean the Chairman of the Board, Chief Executive, Operating, Financial and Administrative Officers, Managing Director, and any Vice President (including, without limitation, Executive and Senior levels) and any manager in the Risk Management, Insurance or Law Department of the **Named Insured** or, if the **Named Insured** is not the principal operating company insured hereunder, of the Insured which is such principal operating company; if any of such designations are not applicable, the equivalent-level personnel shall be substituted.

Nothing shall be held to alter, waive, or extend any of the terms, conditions or exclusions of the Policy referenced above except as expressly stated herein.