

Hallmark Specialty Insurance Company
 777 Main Street, Suite 1000
 Fort Worth, TX 76102
 (800) 866-0047

Declarations Excess Public Entity Liability

PRODUCER CODE	OFFICE	PREVIOUS POLICY NUMBER Renewal - 77PEF160006
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AUDIT FREQUENCY Not Subject	AGENT Hallmark E&S	S.L. BROKER AmWINS Insurance Brokerage of California, LLC
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ITEM 1. NAMED INSURED AND ADDRESS Authority For California Cities Excess Liability Pool (ACCEL) c/o Alliant Insurance Services 100 Pine Street, 11th Floor San Francisco, CA 94111	COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BELOW Hallmark Specialty Insurance Company 777 Main Street, Suite 1000 Fort Worth, TX 76102
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NAMED INSURED IS: Other	BUSINESS OF INSURED Pool/Joint Powers Authority	PIIC
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Policy Number: **77PEF170029**


Item 2. Policy Period **From 7/1/2017 To 7/1/2018**
 12:01 A.M. Standard Time at the Address of the Named Insured as stated herein

Item 3. Limits of Insurance	\$5,000,000 Each Occurrence	\$5,000,000 Aggregate
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Item 4. Premium	Basis of Premium:	
\$68,473 Total Advance Premium	\$68,473 Minimum Annual Premium	
\$0.00 Taxes	\$0.00 Surcharges	
\$1,343 Terrorism Premium included in above	25% Minimum Earned	

Item 5. Schedule of Underlying
 The Schedule is described on form no. PE 00 03 01 16, which forms a part of the Policy's Declarations.

Item 6. Forms And Endorsements
 The Schedule is described on form no. PE 00 04 01 16, which forms a part of the Policy's Declarations.

DATE OF ISSUE August 16, 2017	SIGNATURE OF AUTHORIZED AGENT 
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California Premium: \$68,473.00
 Non-Taxable Fees: \$0.00
 Taxable Fees: \$0.00
 Surplus Lines Tax: \$2,054.19
 Stamping Fee: \$136.95

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 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN)INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO 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 INTERNET 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.

D-2 (Effective January 1, 2017)

POLICY NUMBER: 77PEF170029

SCHEDULE OF FORMS AND ENDORSEMENTS

(Other than applicable forms and endorsements shown elsewhere in the policy)

Form Name	Form Number
Excess Public Entity Liability Declarations	PE 00 01 01 16 (01-16)
Schedule of Forms and Endorsements	PE 00 04 01 16 (01-16)
Schedule of Underlying Insurance	PE 00 03 01 16 (01-16)
Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability	PE 00 05 05 16 (05-16)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage (2)	HB 00 24 01 15 (01-15)
Cap On Losses From Certified Acts Of Terrorism	HB 21 30 01 15 (01-15)
Exclusion Of Punitive Damages Related to a Certified Act Of Terrorism	HB 21 36 01 15 (01-15)
Service of Suit	HX SS 05 07 09 (07-09)
Policy Change Notice	IL 12 01 11 85 (05-04)
U.S. Treasury Dept. ("OFAC")	IL P 001 01 04 (01-04)
Fungi or Bacteria Exclusion	IX 21 05 07 09 (07-09)
Asbestos Exclusion	IX 21 08 07 09 (07-09)
Excess Public Entity Liability	PE 00 02 04 17 (04-17)
Earlier Notice of Cancellation - 90 Days	PE 00 08 04 17 (04-17)
Surplus Lines Notification	SLCA2017 (01-17)
Signature Page	HS 00 01 01 16 (01-16)
Privacy Policy Disclosure Notice	HX 00 01 07 12 (07-12)
Claim Reporting Procedures	HS CC 00 07 12 (07-12)

SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

Named Insured: Authority For California Cities Excess Liability Pool (ACCEL)			Endorsement Number:
Policy Symbol:	Policy Number: 77PEF170029	Policy Period: 07/01/2017 - 07/01/2018	Endorsement Date:
Issued By (Name of Insurance Company): Hallmark Specialty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged:

The term **Underlying Insurance** as used in the Policy shall mean the following:

SCHEDULE OF UNDERLYING:

4th Layer Excess

Coverage: Excess Liability - Controlling Underlying Insurance
 Carrier: Ironshore Specialty Insurance Company
 Policy Period: 07/01/2017 - 07/01/2018
 Policy Number: 001722604
 Limits Of Liability: Each Occurrence: \$10,000,000
 Aggregate (where applicable): \$10,000,000

3rd Layer Excess

Coverage: Excess Liability
 Carrier: Endurance Risk Solutions Assurance Co.
 Policy Period: 07/01/2017 - 07/01/2018
 Policy Number: ECX10004079304
 Limits Of Liability: Each Occurrence: \$10,000,000
 Aggregate (where applicable): \$10,000,000

2nd Layer Excess

Coverage: Excess Liability
 Carrier: Berkley National Insurance Company
 Policy Period: 07/01/2017 - 07/01/2018
 Policy Number: CEX09600358-04
 Limits Of Liability: Each Occurrence: \$10,000,000
 Aggregate Limit (where applicable): \$10,000,000

Lead Excess

Coverage: Special Excess Liability Policy for Participants of the Alliant National Municipal Program
Carrier: Great American Insurance Company
Policy Period: 07/01/2017 - 07/01/2018
Policy Number: 1827326
Limits Of Liability: \$10,000,000 Any one Occurrence for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof
\$10,000,000 Completed Operations Hazard Annual Aggregate

Excess of:
Retained Limit: \$5,000,000 Any one Occurrence for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof

All other terms, conditions, and limitations of this Policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

This insurance does not apply to “injury or damage” arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

This insurance does not apply to "Injury or damage":

1. Arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
2. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
3. Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured Authority For California Cities Excess Liability Pool (ACCEL)			Endorsement Number
Policy Symbol	Policy Number 77PEF170029	Policy Period 7/1/2017 To 7/1/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY EXCESS LIABILITY POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

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

- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US – 90 Days

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in 7. CANCELLATION of **SECTION III CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to 90 days.

All other terms and conditions of this policy remain unchanged.



COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the payment of the premium, and in reliance on all statements made and information furnished by the “insured” and subject to the terms and conditions of this policy (including all current and future declaration pages and endorsements hereto), the “insured” and we agree as follows:

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this excess insurance. The word “insured” means any person or organization qualifying as such under the “controlling underlying insurance,” including the Named Insured. Other words and phrases that appear in quotation marks in this policy have the special meaning as referred to in Section IV – Definitions.

Words and phrases that are not defined by this policy but defined in the applicable “controlling underlying insurance” will have the meaning described in the applicable “controlling underlying insurance.”

This policy will apply in conformance with and will follow the same provisions, exclusions and limitations that are contained in the applicable “controlling underlying insurance,” (including all endorsements thereto), except: (1) with respect to any provision to the contrary contained in this policy; (2) if the “controlling underlying insurance” provides sub-limited coverage, this policy shall not follow form and shall not offer any coverage for such sub-limited coverage. “Sub-limited coverage” means any coverage provided in the applicable “controlling underlying insurance,” that is subject to a sub-limit of liability in such “controlling underlying insurance.”

The coverage provided by this policy will not be broader than that provided by the applicable “controlling underlying insurance.”

SECTION I – COVERAGE

1. Insuring Agreement

a. We will pay on behalf of the “insured” the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which insurance provided under this policy applies.

We will have the right and duty to defend the “insured” against any legal proceedings seeking damages for such “injury or damage” when the applicable limits of “controlling underlying insurance” have been exhausted by payment of such limits.

When we have no duty to defend, we will have the right to defend or to participate in the defense of the “insured” against any legal proceeding against the “insured” seeking damages for “injury or damage.”

However, we will have no duty to defend the “insured” against any legal proceeding seeking damages for which insurance under this policy does not apply.



At our discretion, we may investigate any “injury or damage” that may involve this insurance and settle any resultant claim or legal proceeding against the “insured” for which we have the duty to defend; however (1) the amount we will pay for “ultimate net loss” is limited as described in Section II – Limits Of Insurance; and (2) our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy. However, if the policy of “controlling underlying insurance” specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this policy.

b. If the “controlling underlying insurance” requires, for a particular claim, that the “injury or damage” occur during its policy period in order for that coverage to apply, then this insurance will only apply to that “injury or damage” if it occurs during the policy period of this policy. If the “controlling underlying insurance” requires that the “event” causing the particular “injury or damage” takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the “event” causing that “injury or damage” takes place during the policy period of this policy.

c. Any additional insured under an applicable policy of “controlling underlying insurance” will automatically be an additional insured under this policy; however additional insured coverage provided by this policy will not be broader than coverage provided by the “controlling underlying insurance.” Additionally, if coverage provided to the additional insured is required by a contract, the most we will pay on behalf of the additional insured is the amount of insurance required by such contract, less any amounts payable by any “controlling underlying insurance”.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this policy. Additionally, the exclusions applicable to any “controlling underlying insurance” apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this policy.

Insurance provided under this Coverage Part does not apply to:

a. Auto - Any loss, cost or expense payable under or resulting from any of the following auto coverages: (1) First-party physical damage coverage; (2) No-fault coverage; (3) Personal injury protection or auto medical payments coverage; or (4) Uninsured or underinsured motorists’ coverage.

b. Pollution - (1) “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time. (2) Any loss, cost or expense arising out of any: (a) Request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants. “Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



This pollution exclusion does not apply if applicable “controlling underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of applicable “controlling underlying insurance.”

c. Workers' Compensation and Similar Laws

Any obligation of the “insured” under a workers' compensation, disability benefits or unemployment compensation law or any similar law or statutory benefit.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of: (a) “insureds”; (b) claims made or legal proceedings brought, or number of vehicles involved; (c) persons or organizations making claims or filing legal proceedings; or (d) limits available under any “controlling underlying insurance”.

2. The Limits of Insurance of this policy will apply as follows: (a) this insurance only applies in excess of the “retained limit;” (b) the Aggregate Limit shown in the Declarations is the most we will pay for the sum of all “ultimate net loss”, for all “injury or damage” covered under this policy. However, this Aggregate Limit only applies to “injury or damage” that is subject to an aggregate limit of insurance under the “controlling underlying insurance”; (c) subject to Paragraph 2.b. above, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all “ultimate net loss” under this insurance because of all “injury or damage” arising out of any one “event”; (d) if the Limits of Insurance of the “controlling underlying insurance” are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will also reduce our applicable Limits of Insurance in the same manner; (e) if the “controlling underlying insurance” contains multiple aggregate limits, then the Aggregate Limit shown in the Declarations shall apply in the same manner as the aggregate limits in the “controlling underlying insurance.”

3. If any “controlling underlying insurance” has a policy period that is different from the policy period of this policy then, for the purposes of this insurance, the “retained limit” will only be reduced or exhausted by payments made for “injury or damage” covered under this insurance.

4. The Aggregate Limit of this policy applies separately to each consecutive annual period of this policy and to any remaining period of this policy of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The conditions applicable to any “controlling underlying insurance” are applicable to the coverage provided under this policy unless superseded by the following conditions.

1. Duties in the Event of a Claim or Legal Proceeding



The “insured” shall promptly notify us in writing of: (a) any claim or legal proceeding which could reasonably involve this policy; (b) any claim or legal proceeding for which there is a demand equal to or greater than 50 percent of the applicable limits of “controlling underlying insurance”.

2. Appeals

If the “controlling underlying insurer” or “insured” elects not to appeal a judgment in excess of the amount of the “retained limit,” we may do so at our own expense. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits of Insurance.

3. Bankruptcy

Bankruptcy or insolvency of the “controlling underlying insurer” or the “insured” will not relieve us of our obligations under this policy; however, the insurance provided under this policy will continue to apply as if the “controlling underlying insurance” were in full effect and recoverable, and this policy shall under no circumstances drop down below the “retained limit.”

4. Cooperation by the “Insured”

You and any other “insured” involved must authorize us to obtain records and other information, cooperate with us in the investigation or settlement and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of “injury or damage” to which this insurance may apply. No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Named Insured Duties

The Named Insured is responsible for the payment of all premiums and will act on behalf of all other “insureds” for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the Named Insured shall furnish us, as soon as practicable, with a complete copy of any “controlling underlying insurance” and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this policy.

6. Subrogation

In the event of any payment under this policy, we shall be subrogated to all of the “insured’s” rights of recovery to the extent of our payment. The “insured” shall execute and deliver all instruments and documents as necessary and shall do everything necessary to secure our subrogation rights. The “insured” shall not do anything that might prejudice our position or potential or actual rights of recovery.

7. Cancellation

a. The Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least: (1) 10 days before the effective date of cancellation if we cancel for



non-payment of premium; or (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. Changes

The Named Insured is authorized by all other "insureds" to make changes in the terms of this policy with our consent. No changes or modifications of this policy shall be effective unless made by written endorsement issued by us to form a part of this policy.

9. Maintenance Of / Changes to Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies. Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy will apply as if the "controlling underlying insurance" were in full effect. The Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

10. Other Insurance

If other insurance, whether collectible or not, is available to the "insured" covering "injury or damage" 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.

11. Premium

The premium for this policy is a flat premium and is not subject to adjustment except as otherwise provided herein or amended by endorsement.

12. Loss Payable

Liability under this policy does not apply unless and until: a. The "insured" or "insured's" "controlling underlying insurer" has paid the "retained limit"; and b. The obligation of the "insured" to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the "insured," claimant, "controlling underlying insurer" and us.



13. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the Named Insured written notice of the non-renewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any “controlling underlying insurance” also apply to this insurance. In addition, the following definitions apply:

1. “Controlling underlying insurance” means any policy of insurance or self-insurance program, or other risk transfer arrangement listed in the Declarations under the Schedule of “controlling underlying insurance”.
2. “Controlling underlying insurer” means any insurer or self-insurer who provides any policy of insurance or risk transfer arrangement listed in the Declarations under the Schedule of “controlling underlying insurance”.
3. “Event” means an occurrence, offense, accident, act, or other event, to which the applicable “controlling underlying insurance” applies.
4. “Injury or damage” means any injury or damage or loss, covered in the applicable “controlling underlying insurance” arising from an “event.”
5. “Retained limit” means the limits of “controlling underlying insurance” applicable to the “injury or damage.”
6. “Ultimate net loss” means the total sum, after reduction for recoveries, or salvages collectible, that the “insured” becomes legally obligated to pay as damages by reason of: settlements, judgments, or other binding alternate dispute resolution proceedings entered into with our consent. “Ultimate net loss” also includes defense expenses if the “controlling underlying insurance” specifies that its limits are reduced by defense expenses.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

Named Insured Authority For California Cities Excess Liability Pool (ACCEL)			Endorsement Number
Policy Symbol	Policy Number 77PEF170029	Policy Period 7/1/2017 To 7/1/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY**

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

The following definition is added:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number:

POLICY NUMBER 77PEF170029	POLICY CHANGES EFFECTIVE 12:01 AM 7/1/2017	COMPANY Hallmark Specialty Insurance Company
NAMED INSURED Authority For California Cities Excess Liability Pool (ACCEL)		AUTHORIZED REPRESENTATIVE Hallmark E&S
COVERAGE PARTS AFFECTED COMMERCIAL EXCESS LIABILITY		
CHANGES		

It is hereby noted and agreed that Item 1 (d) of Section II – Limits of Insurance is deleted in its entirety.

It is further noted and agreed that Item 2 (c) of Section II – Limits of Insurance is deleted and replaced by the following:

Subject to Paragraph 2.b. above, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all “ultimate net loss” under this insurance because of all “injury or damage” and will apply in the same manner as stated in the “controlling underlying insurance”.

All other terms and conditions remain the same.



Authorized Representative Signature

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$1343, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Hallmark Specialty Insurance Company

Insurance Company

**Authority For California Cities Excess Liability Pool
(ACCEL)**

Named Insured / Firm

77PEF170029

Policy Number

SERVICE OF SUIT ENDORSEMENT

Named Insured Authority For California Cities Excess Liability Pool (ACCEL)			Endorsement Number
Policy Symbol	Policy Number 77PEF170029	Policy Period 7/1/2017 to 7/1/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) Hallmark Specialty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

General Counsel
 Hallmark Financial Services, Inc.
 777 Main St, Suite #1000
 Ft. Worth, TX 76102

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE
 TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED
 OTHER THAN AS ABOVE STATED.

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 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO 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 INTERNET 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.**

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

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

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

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

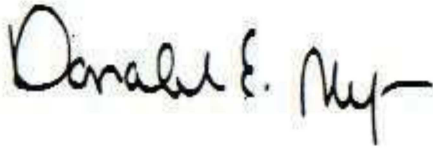
- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

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

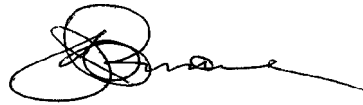
In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a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

HALLMARK SPECIALTY INSURANCE COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

A handwritten signature in black ink that reads "Donald E. Myer". The signature is written in a cursive style with a horizontal line at the end.

President

A handwritten signature in black ink, appearing to be "D. Myer", written in a cursive style with a horizontal line at the end.

Secretary

Privacy Policy Disclosure Notice

The Gramm-Leach-Bliley Act (GLBA) and various other federal and state privacy regulations generally prohibit any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

Hallmark Financial Services, Inc. ("HFS"), through its subsidiaries, provides insurance products and services and is firmly committed to its affirmative and continuing obligation to respect the privacy of its current, former and prospective policyholders and to protect the security and confidentiality of their nonpublic personal information. Therefore, proper handling of your personal information is one of our highest priorities. We collect and utilize information we believe is necessary to efficiently administer our business, to advise you about our products, and provide you with outstanding customer service. We want you to know why we collect personal information about you, what we do with that information and explain to you our commitment to protect the information collected.

In order to provide you with quality insurance products and the service you deserve, it is necessary for us to collect nonpublic personal information about you and, in certain situations, to share that information with others. The following notice describes our policies and practices with regard to your nonpublic personal information.

PROTECTION OF YOUR PERSONAL INFORMATION

Not only is the protection of nonpublic personal information a legal requirement, it is also a good business practice. We maintain appropriate physical, electronic and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. We restrict access to nonpublic personal information about you to those employees who need access to that information to provide products or services to you. When information is shared with companies performing work on Hallmark's behalf, we protect your personal information where required by law with contractual confidentiality agreements that obligate those companies to keep confidential any information about you furnished to them.

We provide training to our employees on the importance of maintaining the confidentiality and security of your nonpublic personal information. Employees who violate our privacy policies are appropriately disciplined.

CATEGORIES OF INFORMATION THAT WE COLLECT

We collect and use only that nonpublic personal information required for us to provide services and products requested by you and to administer your business with us such as underwriting and processing your policies and the administration and handling of claims.

We may collect nonpublic personal information about you from the following sources:

- Information that we receive from you on applications and other related forms such as your name, address, telephone number, and social security number;
- Information about your transactions with us, our affiliates or others such as your underwriting information, driving record, claim history, policy number, premium, payment history, and claim information;
- Information that we receive from consumer credit reporting agencies such as your credit history.

The nonpublic personal information collected may come from persons such as independent insurance agents, brokers, policyholders, or persons involved in the claim adjustment process such as claimants, witnesses to an accident, repair facilities, hospitals, doctors and attorneys.

Privacy Policy Disclosure Notice

If you visit our website, www.hallmarkgrp.com, we automatically track and collect information regarding your visit including your IP address; domain server, type of computer, type of web browser and the pages you viewed on our site. This information (Traffic Data) is information that unless you have specifically entered identifying information somewhere in the site, does not personally identify you, but rather is helpful for marketing purposes or for improving your experience on the Site. We currently do not collect nonpublic personal information through your use of our corporate website. You may view the website privacy statement by clicking the "Conditions of Use" sections of the site.

CATEGORIES OF INFORMATION THAT WE DISCLOSE AND PARTIES TO WHOM WE MAY DISCLOSE INFORMATION

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as required or permitted by law. Hallmark does not sell or distribute for sale any nonpublic personal information. Nor do we disclose your personal information to any person, company or organization not affiliated with us for their own marketing purposes.

However, we may disclose nonpublic personal information about our policyholders (current, former and prospective) with affiliated and non-affiliated third parties as necessary to service an insurance policy or claim or as permitted or required by law. We may disclose nonpublic personal information we collect about you to third parties with whom we contract to perform business functions such as record keeping, policy administration, claim administration, billing, computer related services, distribution of materials, and joint marketing of our products and services.

We understand the importance and seriousness of protecting the confidentiality and security of your nonpublic personal information. We respect and appreciate the trust that you, as a valued policyholder, have placed with us and we continuously strive to earn and maintain that trust.

ACCESS TO AND CORRECTION OF YOUR INFORMATION:

You have a right to know the nature and substance of the recorded personal information contained in our files about you. You may review and/or for a reasonable fee, receive a copy of the information upon written request at the address shown below. You must properly identify yourself and reasonably describe the information you seek. Your request should contain your name, address, all policy and claim numbers issued to you by us and a copy of your drivers license or other personal identification. Upon receipt of your request, we will furnish to you within thirty (30) business days the nature and substance of locatable, retrievable and available recorded personal information. We will also furnish you with a list of all persons or organizations to whom the information has been disclosed within the past two years. If the source of information about you was a consumer credit reporting agency or other institution, we will identify those sources so you can contact them if you so desire. You may also request that we correct, amend or delete any recorded personal information. If we do not make the requested change(s), you have the right to provide, for insertion in our file, a concise written statement setting forth what you think is the correct, relevant or fair information and a concise statement of the reasons why you disagree with our decision not to correct, amend or delete recorded personal information. Your statement will become a part of our file and included with any future disclosures.

Privacy Policy Disclosure Notice

CHANGES TO OUR NOTICE OF PRIVACY POLICY AND INSURANCE INFORMATION PRACTICES:

We reserve the right to change our privacy policies and insurance information practices. If we make any material changes to our policies or practices, we will provide you with a copy of a revised notice.

OPT OUT STATEMENT:

If you prefer we do not disclose personal identifying information or personal financial information about you to nonaffiliated third parties, you may opt out of those disclosures (other than disclosures allowed by law). You may do so by sending us a letter informing us of your election to opt out at the address shown below.

If you have any questions regarding the content of this notice, you may call us at (817)348-1600 or you may write to us at:

Hallmark Financial Services, Inc.

Attention: Compliance

777 Main Street, Suite 1000

Fort Worth, Texas 76102

This notice is being provided on behalf of the following companies:

Hallmark Financial Services, Inc.

Hallmark E&S Insurance Services, LLC

Hallmark Specialty Insurance Company

Heath XS, LLC

Heath XS, LLC d/b/a Hallmark E&S Insurance Services, LLC

Hallmark Insurance Company

American Hallmark Insurance Company of Texas

Hallmark American Insurance Company

Hallmark National Insurance Company

CLAIM REPORTING PROCEDURES

Your policy is written through Hallmark Specialty Insurance Company or Hallmark National Insurance Company. Please refer to your Declaration Page to determine who provides the coverage. Both companies offer options for reporting claims and addressing questions. The claims are handled by Effective Claims Management, Inc.

To report a new claim:

1. You may e-mail a completed ACORD First Notice of Loss to claims@hallmarkgrp.com
2. You may report a claim by faxing a completed ACORD First Notice of Loss to one of the following fax numbers: 800-722-4052 (toll free), 817-348-1607 or 817-348-1785
3. You may report a claim telephonically by calling 800-426-5119 ext. 1780 (toll free number) or 817-348-1780 (direct to support staff personnel).
4. You may mail the ACORD First Notice of Loss to:

Effective Claims Management
Attention: Claims
777 Main Street, Suite 1000
Fort Worth, Texas 76102

5. The above email address and telephone numbers may also be used to direct your request(s) for the status of claims related questions (i.e. status of specific claim or the name of the adjuster to whom a claim has been assigned).
6. To obtain claim information on your claim, ask a general question, or voice a complaint, you may contact the claims department directly at 800-426-5119 ext 1780 or 817-348-1780.