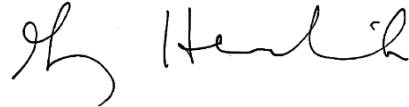


## SIGNATURE PAGE

In witness whereof, Vantage Risk Specialty Insurance Company has caused this Policy to be signed by its secretary and president.



Bobbi Anderson, Secretary



Greg Hendrick, President

## **NOTICE // NON-CLAIMS REPORTING**

### **NOTICE INSTRUCTIONS**

This Notice is provided to advise you that information or correspondence of any kind that is not related to a known or suspected claim may be directed to:

**Aurenty LLC**  
71 Raymond Rd.  
Suite 237  
West Hartford, CT 06107  
Phone: (860) 670-5373

For information or correspondence related to a known or suspected claim, please refer to form AXP 004 0324 CLAIMS REPORTING, attached to this Policy.

## **ENDORSEMENT // TRADE OR ECONOMIC SANCTIONS**

Endorsement Number: IL 00015 0122

Policy Number: AUR-PE-002073-00

Named Insured: Authority for California Cities Excess Liability Pool

Endorsement effective 12:01 AM: 07/01/2025 (local time at address shown in Item 1 of the declarations)

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The following is added to this Policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and the Insurer shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Insurer to a violation of any applicable trade or economic sanctions, laws, or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

Whenever coverage provided by this Policy would be in violation of any European Union, United Kingdom, or United States economic or trade sanctions, such coverage or payment requirement shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of European Union, United Kingdom, or United States economic or trade sanctions as described above shall also be null and void.

All other terms and conditions remain unchanged.

## ENDORSEMENT // SERVICE OF SUIT

Endorsement Number: IL 00017 0224

Policy Number: AUR-PE-002073-00

Named Insured: Authority for California Cities Excess Liability Pool

Endorsement effective 12:01 AM: 07/01/2025 (local time at address shown in Item 1 of the declarations)

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event of the failure of this Insurer to pay any amount claimed to be due hereunder, this Insurer will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the following person and that in any suit instituted against such person upon this Policy, this Insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal:

State	Service of Suit Contact
Arkansas	Corporation Service Company 300 S. Spring Street 300 Spring Building, Suite 900 Little Rock, AR 72201
Maine	Severin M. Beliveau c/o Corporation Service Company. 45 Memorial Circle Augusta, ME 04330
Montana	Corporation Service Company 26 West Sixth Avenue Helena, MT 59624-1691
Rhode Island	Corporation Service Company 222 Jefferson Blvd, Suite 200 Warwick, RI 02888
Utah	Corporation Service Company 15 West South Temple, Suite 600 Salt Lake City, UT 84101
All other states (including DC)	Vantage Risk Specialty Insurance Company Attn: General Counsel 123 N. Wacker Dr., Suite 1300 Chicago, IL 60606

The above-named is authorized and directed to accept service of process on behalf of this Insurer in any such suit and or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Insurer's behalf in the event such a suit shall be instituted.

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

All other terms and conditions of this Policy remain unchanged.

## COMMERCIAL EXCESS LIABILITY COVERAGE FOLLOW FORM DECLARATIONS

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE  
AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.**

<b>1. Named Insured &amp; Mailing Address:</b>	Authority for California Cities Excess Liability Pool (and as per Underlying Insurance) 560 Mission St 6th Floor San Francisco, CA 94105
<b>2. Policy Term:</b>	7/1/2025 - 7/1/2026, 12:01 a.m. Standard Time at the address of the Named Insured
<b>3. Policy Number:</b>	AUR-PE-002073-00
<b>4. Producer's Name &amp; Address:</b>	AmWINS Insurance Brokerage LLC 21550 Oxnard St Suite 1100 Woodland Hills, CA 91367
<b>5. Issuing Carrier:</b>	Vantage Risk Specialty Insurance Company
<b>6. Premium &amp; Audit:</b>	Minimum & Advance: \$550,000 Minimum Earned: 80% Terrorism: Rejected Policy Issuance Fee: \$1,000 Total Amount Due at Inception: \$551,000 <input checked="" type="checkbox"/> Non-Auditable <input type="checkbox"/> Auditable (except for new members added during the Policy Term)
<b>7. Excess Policy – Limits of Insurance:</b>	Each Occurrence Limit: \$2,500,000 Policy Aggregate: \$10,000,000 Completed Operations Hazard Annual Aggregate: \$2,500,000
<b>8. Retroactive Date (Applicable to claims-made coverages only):</b>	N/A
<b>9. Underlying Insurance:</b>	See AXP 005 0324 – Schedule of Underlying Insurance which forms part of the Policy's Declarations
<b>10. Policy Form &amp; Endorsements:</b>	See AXP 003 0324 – Schedule of Forms and Endorsements which forms part of the Policy's Declarations

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

PLEASE NOTE THAT THIS INSURANCE POLICY WAS ISSUED BY A NON-ADMITTED BUT ELIGIBLE SURPLUS LINES INSURER IN THIS STATE. PERSONS OR ORGANIZATIONS INSURED UNDER THIS POLICY MAY NOT HAVE THE PROTECTION OF ANY STATE GUARANTY FUND OR SIMILAR FUND IN THE EVENT OF THE INSURER INSOLVENCY.

California Premium:	<u>\$550,000.00</u>
Non-Taxable Fees:	<u>\$0.00</u>
Taxable Fees:	<u>\$1,000.00</u>
Surplus Lines Tax:	<u>\$16,530.00</u>
Stamping Fee:	<u>\$991.80</u>



THIS ENDORSEMENT CHANGES THE **POLICY**. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

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

<b>FORM #</b>	<b>TITLE</b>
IL 00012 (01/22)	Signature Page - Vantage
PN 00004 (01/22)	Non-Claims Reporting
IL 00015 (01/22)	Trade or Economic Sanctions
IL 00017 (02/24)	Service of Suit
AXP 002 (03/24)	Commercial Excess Liability Coverage Follow Form Declarations
AXP 003 (03/24)	Schedule of Forms and Endorsements
AXP 001 (02/25)	Commercial Excess Liability Coverage Follow Form
AXP 005 (03/24)	Schedule of Underlying Insurance
AXP 033 (03/24)	Exclusion - Communicable Disease
AXP 034 (03/24)	Exclusion - PFAS
AXP 037 (03/24)	Exclusion - Absolute Cyber Liability and Electronic Data
AXP 045 (03/24)	Exclusion - Access to or Disclosure of Confidential or Personal Information
AXP 050 (03/24)	Exclusion - Biometric Information
AXP 080 (08/24)	Schedule of Members and Retroactive Dates
AXP 113 (03/24)	Exclusion of Certified Acts of Terrorism
AXP 114 (03/24)	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
AXP 115 (03/24)	Exclusion of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism
ILP001 (01/04)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PN 00007CA (11/22)	Notice - Surplus Lines - California

ALL OTHER TERMS AND CONDITIONS OF THIS **POLICY** REMAIN UNCHANGED.

## COMMERICAL EXCESS LIABILITY COVERAGE FOLLOW FORM

Various provisions in this **policy** restrict coverage. Please read the entire **policy** and all **underlying insurance** carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in **bold** print have special meaning and are defined under Section V - DEFINITIONS of this **policy**. If the **Controlling Underlying**, as listed on the Schedule of Underlying Insurance, has defined a word or phrase, this **policy** will follow that definition unless this **policy** expressly defines such word or phrase, in which case the meaning given to such word or phrase in this **policy** will apply.

In Consideration of the payment of the premium, and in reliance on the applications and other underwriting information and materials submitted to us, including applications, information and materials also submitted to the insurers of any and all **underlying insurance**, and subject to all of the terms, conditions, exclusions and limitations applicable of this **policy**, the **company** and the **named insured** on behalf of all **insureds**, agree the following:

### SECTION I - INSURING AGREEMENT

- A. Subject to all the terms, conditions, exclusions, and limitations applicable to this **policy**, the **company** shall pay on behalf of the **insured loss** in excess of the **underlying limits**, to which this **policy** applies. This **policy** does not provide coverage for any part of **loss** within **underlying limits**, including related cost or expenses, or **loss** which is subject to a **sublimit** under any **underlying insurance**.
- B. This **policy** only applies if the **event** happens on or after the earlier of:
  - 1. The inception date or Retroactive Date, if any, of the **Controlling Underlying** policy and before the termination of the **Controlling Underlying**; and
  - 2. The inception date or the Retroactive Date, if any, of the **policy** and before the termination of the **policy**.
- C. This **policy** does not provide coverage for any:
  - 1) **Injury or damage** that occurs;
  - 2) Accident that occurs;
  - 3) Offense that was committed; or
  - 4) Act, error or omission that occurs;Before the Retroactive Date, if any, stated in the Declarations of this **policy**.
- D. This **policy** will follow the terms, conditions, exclusions, and limitations that are contained in the **Controlling Underlying** listed in the Declarations unless a term, condition, exclusion, or limitation:
  - 1) Contained in this **policy** differs from a term, condition, exclusion or limitation of the **Controlling Underlying**;
  - 2) Contained in this **policy** is not contained in the **Controlling Underlying**

In which case, such term, condition, exclusion or limitation of this **policy** will apply to the extent that it is more restrictive than that of the **Controlling Underlying**; or

- 3) Of any **underlying insurance** has a term, condition, exclusion, or limitation that is more restrictive than the **Controlling Underlying** In such a case, this policy shall follow the more restrictive provisions of the **underlying insurance**. In no **event** will this **policy** provide broader coverage than provided by any **underlying insurance**.
  - 4) If the applicable **Controlling Underlying** or **underlying insurance** does not apply for any reason other than exhaustion of the limits of liability, then this **policy** will not apply.
- E. The **company** has no obligation under this **policy** with respect to any claim, suit or proceeding settled without its prior written consent.
- F. Other than as provided under Section II – DEFENSE AND SETTLEMENT of this **policy**, the **company** will have no other obligation or liability to pay sums or perform acts or services under this **policy**.

## **SECTION II - DEFENSE AND SETTLEMENT**

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

- A. The **company** shall have the right, but not the duty, to assume charge of the investigation, settlement or defense of any claim made, suit brought, or proceeding instituted against any **insured** upon exhaustion of the applicable **underlying limits**. If the **company** has exercised such right, it will not investigate, settle or defend any claim, suit or proceeding after it has exhausted the applicable Limit of Insurance of this **policy** as stated in the Declarations. If the **company** does not exercise such right, or if the applicable **underlying limits** are not exhausted, the **company** will have the right, and will be given the opportunity, to associate effectively with the **insured** or any underlying insurer, or both, in the investigation, settlement or defense of any claim, suit or proceeding that is likely to involve this **policy**. In such event, the **insured**, the underlying insurer, and the **company** shall cooperate in the investigation, settlement or defense of such claim, suit or proceeding.
- B. If the Limits of Insurance of the **Controlling Underlying** are reduced by defense expenses by the terms of that policy, then any such defense expense payment made under this **policy** will reduce the applicable Limits of Insurance provided by this **policy** in the same manner. If defense expenses are in addition to the Limits of Insurance of the **Controlling Underlying**, then any such defense expenses made under this **policy** shall not reduce the Limits of Insurance of this **policy**.
- C. Subject to paragraph B. above, the **company** will only pay defense expenses as follows:
  - 1) Reasonable attorney fees and other reasonable investigation, **loss** adjustment or litigation expenses incurred directly by the **company** or by the **insured**, with the **company's** consent;
  - 2) Pre-judgment interest the **insured** is legally obligated to pay under a judgment to which this **policy** applies provided the **underlying insurance** covers pre-judgment interest. The **company's** share of pre-judgment interest shall not exceed the proportion that the payment of damages under this **policy** bears to the total damages determined by final judgment.

- 3) Interest that accrues on a judgment after entry of the judgment and before the **company** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance of this **policy**;
- D. When the applicable Limits of Insurance as stated in the Declarations, has been paid, the **company** will no longer defend or associate with the **insured** in the defense or settlement of any claim or suit.

### SECTION III - LIMITS OF INSURANCE

- A. The Limits Of Insurance of this **policy** stated in the Declarations and the rules below fix the most the **company** will pay for **loss**, regardless of the number of:
- 1) **Insureds**;
  - 2) Claims made, suits brought, proceedings instituted, or vehicles involved;
  - 3) Persons or organizations making claims, bringing suits, or instituting proceedings; or,
  - 4) Limits available under any **underlying insurance**.
- B. The Limits of Insurance of this **policy** will apply only in excess of the **underlying limits**.
- C. The Each Occurrence or Wrongful Act Limit of Insurance stated in the Declarations of this **policy** is the most the **company** will pay for **loss** arising out of any one occurrence or wrongful act. Any amount paid for **loss** will reduce the amount of the applicable aggregate Limit Of Insurance of this **policy** available for any other payment. If the applicable aggregate Limit Of Insurance of this **policy** has been reduced to an amount that is less than the Each Occurrence or Wrongful Act Limit stated in the Declarations, the remaining amount of such aggregate Limit Of Insurance is the most that will be available for any other payment.
- D. The aggregate limit as shown in the Declarations is the most the company will pay for all **loss** that is subject to an aggregate limit to which this policy applies. Such aggregate limit shall apply in the same manner as the aggregate limits provided by the **Controlling Underlying**.
- E. Subject to paragraphs C., and D. above, if the **underlying limits** have been reduced by payment of **loss** to which this **policy** would also apply (but for the existence of such **underlying limits**), then this policy will drop down to become immediately excess of the reduced **underlying limits**, but only if all **underlying insurance** applies to such **loss** and also drops down.
- F. **Underlying limits** will not be reduced by:
- 1) The insolvency of, or unwillingness to pay by, any insurer;
  - 2) The inability to collect any self-insured retention, deductible or other alternative risk-financing mechanism;
  - 3) Any **insured's** failure to pay any allocation, deductible, participation, retention, or other self-insurance;
  - 4) The existence of a sub-limit of liability in any **underlying insurance**;

- 5) Cancellation, expiration or rescission of any **underlying insurance** or **Controlling Underlying**;
  - 6) Defense expense payments, unless the Schedule of Underlying Insurance of this **policy** specifies that the applicable **underlying limits** are reduced by such payments; or
  - 7) Any **underlying insurance** containing a warranty, term, condition, exclusion, or limitation less restrictive than that of the **Controlling Underlying** or this **policy**.
- G. If after issuance, the Policy Period of this **policy**, as stated in the Declarations, is extended, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this **policy**.
- H. All claims made or suits brought alleging, based upon, arising out of or attributable to the same **event**, occurrence, offense, act, error, omission or **loss** to which this insurance applies shall be deemed to be a single claim or suit regardless of whether made against one or more **insureds**.

#### SECTION IV – CONDITIONS

##### A. Appeals

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

##### B. Cancellation

- 1) The first **Named Insured** shown in the Declarations may cancel this **policy** by mailing or delivering to the **company**, at the address stated in the Declarations, advance written notice stating when such cancellation is to take effect.
- 2) The **company** may cancel this **policy** by mailing or delivering to the first **Named Insured** written notice of cancellation, at the address stated in the Declarations, not less than:
  - a) Ten (10) days in the event any premium is not paid when due; or
  - b) Thirty (30) days in advance of the cancellation date for any other reason.

Proof of mailing of such notice to the first **Named Insured** at the address stated in the Declarations will be sufficient proof of notice.

- 3) The Policy Period of this **policy** will end on the date and hour specified in the cancellation notice.
- 4) If this **policy** is cancelled, the **company** will send the first **Named Insured** any premium refund due. If the **company** cancels, the refund will be pro rata. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if the **company** has not made or offered a refund.
- 5) Any of these provisions that conflict with a law that controls the cancellation of this **policy** is changed by this paragraph to comply with that law.

### C. Changes

This **policy** contains all the agreements between the **Named Insured** and the **company** concerning the insurance afforded. The first **Named Insured** is authorized by all other **insureds** to make changes to the terms of this policy with the **company's** consent. This **policy** can be changed only by a written Endorsement that becomes part of this **policy**.

### D. Changes in Controlling Underlying

- 1) If during the Policy Period of this **policy**, the terms, conditions, exclusions or limitations of the **Controlling Underlying** are changed in any manner from those in effect on the inception date of this **policy**, the **insured** shall, as a condition precedent to its rights under this **policy**, give to the **company** at the address stated in the Declarations written notice of the full particulars of such changes as soon as practicable.
- 2) This **policy** will follow such changes upon the effective date of the changes in the **Controlling Underlying**, but only if:
  - a) The **company** agrees to follow such changes by written Endorsement that becomes a part of this **policy**;
  - b) The **insured** agrees to any amendment of the terms, conditions, exclusions or limitations of this **policy** required by the **company** relating to such changes; and
  - c) The **insured** pays when due any additional premium required by the **company** relating to such changes.

### E. Compliance

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

### F. Duties in the Event of Occurrence, Claim or Suit

- 1) The **insured** shall, as a condition precedent to the obligations of the **company** under this **policy**, give written notice as soon as practicable to the **company** at the address stated in the Declarations of any occurrence, claim, suit or proceeding that involves or is likely to involve the **underlying insurance**. Notice to an underlying insurer shall not constitute notice to the **company**.
- 2) Without limiting the requirements of paragraph 1. above, the **Named Insured** shall separately and as soon as practicable give written notice to the **company** when a payment is made or reserve established for any occurrence, claim, suit or proceeding that has brought the total of all payments and reserves by the **insured** or any underlying insurers to a level of fifty (50%) or more of any of the **underlying limits**.
- 3) In the event the **underlying limits** are exhausted, no **insured** will, except at that **insured's** own cost, make any payment, assume any obligation, or incur any expense without the **company's** consent.

### G. Extended Reporting Period

If coverage is provided on a claims made basis, **company** will provide an extended reporting period to the same extent it is provided in the **Controlling Underlying**. However, no extended reporting period will be offered if **company** cancelled or rescinded the **policy** for fraud or misrepresentation. Company will not reinstate any limit of insurance during any extended reporting period. The extended reporting period begins on the date the **policy** is terminated. The extended reporting period will not go into effect unless:

- 1) The premium for this **policy** has been paid in full prior the termination date; and
- 2) The additional premium for the extended reporting period has been paid.

Once in effect the premium is deemed to be fully earned and nonrefundable and the coverage provided may not be cancelled.

If you elect an extended reporting period, following the cancellation or non-renewal of this policy, you must also elect the extended reporting period in the **Controlling Underlying**, and you shall pay to **company** an additional premium which we will determine in accordance with **company** rules and rates. The additional premium will be calculated using our rates and rules in effect when the extended reporting period begins but the premium will not exceed 250% of the annual premium for the applicable coverage.

#### H. First Named Insured

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

At the **company's** request, the first **Named Insured** shall provide the company, as soon as practicable, with a complete copy of any **Controlling Underlying** and **underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this **policy**.

#### I. Insurer's Rights

The **company** shall have the same rights, privileges and protections afforded to the insurer of the **Controlling Underlying** and **underlying insurance** in accordance with such policy's terms and conditions.

#### J. Maintenance Of Underlying Insurance and Underlying Limits

- 1) The **company** has issued this **policy** in reliance upon representations made by the **Named Insured** about **Controlling Underlying**, **underlying insurance**, and the **underlying limits**. The **Named Insured** must see to it that:
  - a) **Controlling Underlying** and **underlying insurance** are and remain valid and in full force and effect;
  - b) **Controlling Underlying** and **underlying insurance** will not be cancelled, non-renewed, or rescinded without replacement of coverage to which the **company** agrees in writing;

- c) The terms, conditions, exclusions and limitations of **Controlling Underlying** and **underlying insurance** will not materially change unless the **company** agrees in writing otherwise;
  - d) The terms, conditions, exclusions and limitations of renewals or replacements of **Controlling Underlying** and **underlying insurance** will be materially the same as the prior coverage, unless the **company** agrees in writing otherwise;
  - e) The **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization;
  - f) The **underlying limits** will not be reduced, except for the reduction by payment of **loss** to which this **policy** also would apply but for the existence of such **underlying limits**.
- 2) Failure to comply with this condition will not invalidate this **policy**, but in the case of any such failure, the **company's** obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.
  - 3) The **Named Insured** must notify the **company** as soon as possible if any **Controlling Underlying** and **underlying insurance** is no longer valid or no longer in full force and effect.

K. No Action

No person or entity may sue us to recover under this **policy** unless the **insureds** have first fully complied with all of the terms of this **policy**, and until the amount of the **insured's** obligation to pay has been finally determined either by a judgment against the **insured** or by a written settlement agreement executed by the **insured, company**, and the claimant. No person or entity may join or implead **company** as a party to any suit or in any claim against an **insured**. No one other than the **insureds** have rights under the **policy** and no **insured** shall assign its rights to another person or entity.

L. Notice and Cooperation

- 1) The **insured** shall give us and its **insurer** all information, assistance and cooperation that **we** and they may request and any assistance **we** reasonably request in the enforcement of any right against any person or organization which may be liable.
- 2) **You** must notify **company** in writing as soon as practicable of any incident or circumstance which may give rise to a suit or claim against an **insured** that is reasonably likely to result in liability for **company** under this **policy** and of any accident, occurrence, wrongful act, suit or claim, which:
  - a. is filed as a class action, whether or not any such class action or class is certified;
  - b. results in the establishment of a reserve, would reasonably require the establishment of a reserve, or involves a notice of claim or suit, for damages that equal or exceed 50% of the **underlying limits**;
  - c. involves or alleges any of the following:

- i. any injury to the spinal cord or vertebrae, including paraplegia, quadriplegia and partial paralysis;
  - ii. any serious head injury, including skull fracture;
  - iii. a brain or brain stem injury;
  - iv. any burn to 25% or more of the body;
  - v. a fatality;
  - vi. any amputation or loss of use of a major extremity or multiple minor extremities;
  - vii. any sensory loss (such as sight, hearing, smell, touch or taste);
  - viii. multiple fractures or serious disfigurement or scarring;
  - ix. bodily injury resulting from use of a lethal or non-lethal weapon; or
  - x. sexual abuse or sexual molestation; or
- e. is scheduled for trial or an arbitration hearing at least ninety (90) days before the trial or arbitration.
- 3) All notices under this **policy** shall be given as provided for in the **underlying insurance**. In addition, all notices to us under this **policy** shall be sent to the address below or any substitute address as provided by us:

Vantage Risk Specialty Insurance Company  
c/o Claims Department  
123 N. Wacker Dr.  
Suite 1300  
Chicago IL 60606  
E-mail: [Claims@VantageRisk.com](mailto:Claims@VantageRisk.com)  
Toll Free Claim Reporting Telephone: (833) 552-1772

Notice shall be deemed given to **company** as soon as practicable if the department or person to whom you have delegated reporting responsibility notifies **company** as soon as practicable after such department or person has such knowledge.

If this **policy** is cancelled or non-renewed by you or **company**, you agree to continue to provide **company** with loss reports, as required, for those claim files that are open. You will continue to provide these reports to **company** until all claim files associated with the coverage **company** provided you are closed.

#### M. Other Insurance

This **policy** will apply in excess of all **other insurance**. However, this provision will not apply if the **other insurance** is specially written to be excess of this **policy**. **Other insurance** includes any type of self-insurance or other mechanism by which an **insured** arranges for funding of legal liabilities. Nothing in this condition shall make this **policy** subject to the terms, conditions, and limitations of such other insurance.

N. Premium

- 1) At the beginning of the Policy Period stated in the Declarations of this **policy**, the first **Named Insured** must pay the **company** the Minimum and Advance Premium stated in the Declarations for this **policy**.
- 2) The Minimum Earned Premium, stated in the Declarations, applies at inception date of the Policy Period of this **policy** and is deemed to be 100% earned.
- 3) Premium for this **policy** is a flat premium and not subject to adjustment unless:
  - a) The premium of the **Controlling Underlying** or **underlying insurance** is adjusted; or
  - b) An Endorsement describing such adjustment is attached to this **policy**.
- 4) In no event, however, will the adjusted premium be less than the greater of:
  - a) The Minimum and Advance Premium for this **policy** stated in the Declarations; or
  - b) The Minimum Earned Premium, stated in the Declarations.

O. Representations

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

P. Subrogation

In the event of any payment under this policy, the **company** 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 right of recovery.

Q. **Loss** is Payable

Liability under this **policy** does not apply to a given claim unless and until:

- 1) The **underlying limits** have been properly exhausted by the payment of covered **Loss**; and
- 2) The obligation of the **Insured** to pay **Loss** in excess of the **underlying limits** has been determined by a final settlement or judgment or written agreement among the **Insured**, claimant, **Controlling Underlying** (or a representative of one or more of these) and the **company**.

## SECTION V - DEFINITIONS

The definitions applicable to the **Controlling Underlying** also apply to this **policy**, except that the following definitions control the defined terms in this **policy**:

**Company** means the issuing carrier or its appointed representatives shown in the Declarations for this **policy**.

**Controlling Underlying** means any policy of insurance or self-insurance program, or other risk transfer arrangement listed in the Declarations under the Schedule of Underlying Insurance. When there are multiple types of **underlying insurance** there may be multiple instances of **Controlling Underlying** insurance that will apply individually to each type.

**Event** means:

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

**Injury or damage** means any **injury or damage** covered under the applicable **underlying insurance** arising from an occurrence, offense, accident, act, error or omission or other **event** to which the **underlying insurance** applies.

**Insured(s)** means the **Named Insured** and any person or organization qualifying as an **insured** under the **Controlling Underlying**.

**Loss** means damages that the **insured** becomes legally obligated to pay because of **injury or damage**, after making proper deductions for all recoveries and salvage. **Loss** includes defense expense payments if the **Controlling Underlying** specifies that its applicable limits are reduced by defense expenses. **Loss** does not include:

- 1) Civil or criminal fines, penalties, sanctions, whether pursuant to law, statute, regulation or court rule;
- 2) Punitive and exemplary damages and the multiplied portion of multiplied damages;
- 3) Any matter, sum or award that is uninsurable under any applicable law; or
- 4) The cost to comply with or defend against an injunction or other non-monetary or declaratory relief.

**Named Insured** means the person or organization designated in the Declarations.

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

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

**Sublimit** means any limit of liability in any policy of **underlying insurance** that applies only to a particular type of coverage, claim, suit or **loss** and which limit is less than the **underlying limits** of liability of such **underlying insurance**.

**Underlying insurance** means any policy or policies of insurance or self-insurance listed in the Schedule of Underlying Insurance of this **policy** as well as the next applicable renewal or replacement, or any applicable antecedent, of the described insurance.

**Underlying limits** mean the aggregate sum of all the limits of insurance of the **Controlling Underlying** and **underlying insurance**, applicable to the claim or suit, as described in the Declarations under the Schedule of Underlying Insurance; and

- 1) Any applicable allocation, deductible, participation, retention, other self-insurance, or other alternative risk-financing mechanism that is included within the limits of **underlying insurance**;
- 2) Any reinstatement of limits, supplemental or other limits available under the **underlying insurance** described above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF UNDERLYING INSURANCE

Primary Underlying		
<b>Special Excess Liability Policy for Alliant National Municipal Liability (ANML) Program</b>	Company:	Great American E&S Insurance Company (88.00%) Starstone Specialty Insurance Company (12.00%)
	Policy Number:	1827326-10 APEICS1827326-10
	Policy Term:	7/1/2025 - 7/1/2026
	Defense (Inside / Outside):	Inside SIR / Inside Limits
	<b>Limits of Insurance</b>	
	Any One Occurrence, Wrongful Act or Offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof excess of the SIR:	\$10,000,000
	Completed Operations Hazard Aggregate (Aggregate Limit Per Member):	\$10,000,000
	Policy Aggregate:	\$40,000,000
	Self-Insured Retention:	\$15,000,000

Schedule of Excess Underlying		
<b>1st Excess Liability</b>	Company:	Gemini Insurance Company
	Policy Number:	CEX09600358-12
	Policy Term:	7/1/2025 - 7/1/2026
	<b>Limits of Insurance</b>	
	Each Occurrence / Wrongful Act:	\$10,000,000 Each Occurrence
	Aggregate (Where Applicable):	\$40,000,000 Policy Aggregate Cap
	Controlling:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>2nd Excess Liability</b>	Company:	Midvale Indemnity Company
	Policy Number:	PEF-172343050-02
	Policy Term:	7/1/2025 - 7/1/2026
	<b>Limits of Insurance</b>	
	Each Occurrence / Wrongful Act:	\$5,000,000 Any One Occurrence, Wrongful Act or Offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, EPL, or Personal Injury or any combination thereof in excess of underlying insurance and the Retained Limit
	Completed Operations Hazard Annual Aggregate:	\$5,000,000
	Aggregate (Where Applicable):	\$20,000,000 Pool All Member Annual Aggregate Limit (Attaching excess of Ceding Company's Retained Limits of Liability)
Controlling:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>3rd Excess Liability</b>	Company:	Continental Indemnity Company
	Policy Number:	JCI25NPX-01050-05
	Policy Term:	7/1/2025 - 7/1/2026
	<b>Limits of Insurance</b>	
	Each Occurrence / Wrongful Act:	\$2,500,000 Any one Occurrence, Wrongful Act or Offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, EPL, or Personal Injury or any combination thereof in excess of underlying insurance and the Retained Limit
	Completed Operations Hazard Annual Aggregate:	\$2,500,000
	Aggregate (Where Applicable):	\$10,000,000 Pool All Member Annual Aggregate Limit
	Controlling:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>4th Excess Liability</b>	Company:	Upland Specialty Insurance Company
	Policy Number:	USXPE1009425
	Policy Term:	7/1/2025 - 7/1/2026
	<b>Limits of Insurance</b>	
	Each Occurrence / Wrongful Act:	\$2,000,000 any one Occurrence, Wrongful Act or Offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof
	Completed Operations Hazard Annual Aggregate:	\$2,000,000
	Aggregate (Where Applicable):	\$8,000,000 Policy Pool Aggregate
Controlling:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – COMMUNICABLE DISEASE

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

- A. Any **communicable disease** or **infectious agent**; or
- B. Any **loss**, cost or expense relating to the testing, monitoring, sanitizing, clean-up, removal, containment, treatment, disposal, replacement, rehabilitation of, or responding in any way to, real or personal property due to actual or suspected contamination by a **communicable disease** or **infectious agent**.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing, breach or duty or violation of law in:

- A. Supervising, hiring, employing, training or monitoring of others that may be a host or carrier of an **infectious agent** or infected with a **communicable disease**;
- B. Testing or failure to test for an **infectious agent** or **communicable disease**;
- C. Failure to prevent or limit the spread of an **infectious agent** or **communicable disease**;
- D. Failure to warn or inadequacy of any warnings or instructions related to the actual or potential presence of an **infectious agent** or **communicable disease**;
- E. Failure to report the presence of a known or suspected **infectious agent** or **communicable disease** to a governing authority or organization; or
- F. Any other measures taken in response to the actual or suspected presence of an **infectious agent** or **communicable disease**.

**Section V – Definitions** of the **policy** is amended to include the following definition with respect to this endorsement:

**Communicable disease** means any disease, illness or bodily condition caused by the direct or indirect transmission by any means of or exposure to an **infectious agent**.

**Infectious agent** means any bacteria, virus, toxin, parasite or other organism or biological entity capable of causing a **communicable disease** or exacerbating or accelerating an existing bodily condition or illness.

It is understood that to the extent any coverage may otherwise be provided under this **policy** and its endorsements, the provisions of this exclusion shall be applicable and shall supersede any such other provisions.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - POLY- AND PERFLUOROALKYL SUBSTANCES (PFAS)

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

Any **loss**, cost, liability or expense arising out of poly- and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ABSOLUTE CYBER LIABILITY AND ELECTRONIC DATA

It is agreed that this **policy** does not provide coverage for any **loss**, cost, liability, expense or damage based upon, directly or indirectly related to, or arising out of:

- A. Any access to, collection or disclosure of, or failure to erase any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometrics, or any other type of nonpublic information; or
- B. Business interruption or suspension of operations as caused by any access, **unauthorized access**, lack of access, delay in access, damage, manipulation, loss, or impairment to **electronic data, electronic media**; or
- C. **Cyber extortion**; or
- D. A **privacy breach**; or
- E. A **security breach**; or
- F. Any fraudulent communication through **electronic media** that impersonates any person or organization, including but not limited to phishing or other social engineering techniques or otherwise; or
- G. Any computer code, software, or programming; or
- H. Any **security breach** that results in any electronic thing or device or **electronic media** malfunctioning, improperly functioning, non-functioning, failing to perform as the intended user desired or being electronically manipulated to perform in a way that causes harm to the **insured** or others; or
- I. The loss, loss of use, misuse, delay, manipulation, corruption, damage, alteration, destruction, distortion, erasure, or theft of, or inability to access or manipulate **electronic data** or **electronic media** as a result of **cyber extortion**, or **privacy breach**, or **security breach**; or
- J. Any failure of utilities based upon, arising out of, or attributable to any mechanical or electrical failure, interruption, or outage, however caused, including but not limited to any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet, or any component thereof, including but not limited to hardware, software, or any other infrastructure as a result of **cyber extortion**, or **privacy breach**, or **security breach**.

This exclusion applies even if damages are claimed for notification costs, errors or omissions, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the **insured** or others arising out of that which is described in Paragraphs A. through J. above.

**Section V – Definitions** of the **policy** is amended to include the following definitions with respect to this endorsement:

**Computer hardware** means the physical components of any **computer system** including CPUs, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input an output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

**Computer system** means an electronic, wireless, web or similar systems (including all **computer hardware**, computer programs and **electronic data**) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by the **insured** or operated by an independent contractor authorized to provide Business Process Outsourcing services or outsourced Information Technology services for the **insured**.

**Corporate information breach** means the public disclosure of an organization’s non-public information.

**Cyber Extortion** means any threat or connected series of threats communicated to the **insured** for the purpose of demanding money, securities, or property, including but not limited to threats to release, divulge, disseminate, corrupt, damage or destroy **electronic data** or **electronic media**, introduce malware or **malicious code** into the **insured’s computer system**, electronically communicate with the **insured’s** customers in order to fraudulently obtain personal information, money, securities or property; or restrict or hinder access to the **insured’s computer system**, **electronic data**, or **electronic media**, including but not limited to ransomware.

**Denial of service** means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **electronic data**.

**Electronic Data** means information, facts, blockchain, crypto currencies, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of **electronic data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

**Electronic media** means broadcast or storage media that take advantage of electronic technology. They include television, radio, Internet, fax, Bluetooth, GPS, audio beacons, **electronic data**, and any other medium that requires electricity or digital encoding of information.

**Malicious code** means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.

**Privacy breach** means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of a privacy policy, breach of a person's right of publicity, misappropriation of likeness, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. **Privacy breach** will also include a **corporate information breach**.

**Security breach** means:

- 1) **Unauthorized access** of the **insured's computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from the **insured's computer system**;
- 2) A **denial of service** attack against your **computer systems**; or
- 3) Infection of the **insured's computer system** by **malicious code** or transmission of **malicious code** from the **insured's computer systems**,

whether any of the foregoing is a specifically targeted attack or generally distributed attack.

**Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

**Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

This endorsement is an absolute exclusion for cyber liability, **electronic data**, **electronic media**, and **security breaches**. This **policy** will not provide any ultimate net loss and/or coverage of any kind over and above any actual and/or prospective coverage, whether or not collectible, under any Cyber Liability Coverage and/or Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY WITH LIMITED BODILY INJURY EXCEPTION

It is agreed that this **policy** does not provide coverage for any, **loss**, cost, liability, damage or expense based upon or arising out of:

- A. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, copyrighted or trademarked material, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information;
- B. 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 or **loss** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other **loss**, cost or expense incurred by the **insured** or others arising out of that which is described above.

However, paragraph B. above does not apply to damages because of **bodily injury**.

**Section V – Definitions** of the **policy** is amended to include the following definition with respect to this endorsement:

**Electronic data** means information, facts, blockchain, crypto currencies, or **computer programs** stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term **computer programs**, referred to in the foregoing description of **electronic data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - BIOMETRIC INFORMATION

It is agreed that this **policy** does not apply to any **loss**, cost, liability or expense arising out of, or involving directly or indirectly, the collection, use, storage, access to or disclosure of, **biometric information**, including, but not limited to, any act or omission that violates or is alleged to violate any statute, ordinance, law or regulation concerning the collection, use, storage, access to or disclosure of, **biometric information**.

For the purposes of this endorsement, **Section V – Definitions** of the **policy** is updated to include the following:

**Biometric information** means information, regardless of how it is captured, converted, stored or shared, concerning an individual's physiological, biological, or behavioral characteristics that can be used, singly or in combination with each other or with other identifying data, to establish an individual's identity. **Biometric information** includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand palm and vein patterns, voice recordings and DNA.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF MEMBERS AND RETROACTIVE DATES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FOLLOW FORM

The following Members are included as Insureds.

<b>Member</b>	<b>Retroactive Date</b>
City of Anaheim	N/A
City of Bakersfield	N/A
City of Burbank	N/A
City of Modesto	N/A
City of Monterey	N/A
City of Mountain View	N/A
City of Salinas	N/A
City of Ontario	N/A
City of Palo Alto	N/A
City of Santa Barbara	N/A
City of Santa Cruz	N/A
City of Santa Monica	N/A
City of Visalia	N/A

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Any endorsement addressing acts of terrorism (however defined) in any **Controlling Underlying** insurance does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance.

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

A. **Injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

**Section V – Definitions** of the **policy** is amended to include the following definition with respect to this endorsement:

**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.

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 endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

Any endorsement addressing acts of terrorism (however defined) in any **Controlling Underlying** insurance does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

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

- A. **Injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**, or out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, with respect to an **other act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:
- 1) The total of **insured** damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all **insured** damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, **insured** damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
  - 2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
    - a) Physical injury that involves a substantial risk of death; or
    - b) Protracted and obvious physical disfigurement; or
    - c) Protracted loss of or impairment of the function of a bodily member or organ; or
  - 3) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - 4) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1) and 2) describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**Section V – Definitions** of the **policy** is amended to include the following definition with respect to this endorsement:

**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;
- 2) The act resulted in damage:
  - a) Within the United States (including its territories and possessions and Puerto Rico); or
  - b) Outside of the United States in the case of:
    - i. An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - ii. The premises of any United States mission; and
  - c) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the **policy** or affect the conduct of the United States Government by coercion.

**Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the **policy** or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**. Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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 endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL TERRORISM

Any endorsement addressing acts of terrorism (however defined) in any **Controlling Underlying** insurance does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance.

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

- A. **Injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**. However, this exclusion applies only when one or more of the following are attributed to such act:
  - 1) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - 2) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 3) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
- 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 Coverage Part.
- C. 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.

**Section V – Definitions** of the **policy** is amended to include the following definition with respect to this endorsement:

**Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Federal 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.

ALL OTHER TERMS AND CONDITIONS OF THIS **POLICY** REMAIN UNCHANGED.

# 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.

## **NOTICE // SURPLUS LINES - CALIFORNIA**

### **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 toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://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 visit the NAIC’s internet website 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 (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](https://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 effective 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.