

Your Great American Insurance Policy



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**Policy No.** EXC1855298

**Renewal Of** EXC4100363

**COMMERCIAL EXCESS LIABILITY DECLARATIONS PAGE**

**1. NAMED INSURED AND ADDRESS:**

Authority For California Cities Excess Liability (ACCEL)  
 (As Per Underlying Insurance)  
 100 Pine Street, 11th Floor  
 San Francisco, CA 94111  
 C/O Alliant Insurance Services

**2. POLICY PERIOD:**

12:01 A.M. Standard Time at the address of the  
 Named Insured shown at left.  
 From 07/01/2017 To 07/01/2018

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

**PRODUCER'S NAME AND ADDRESS:**

AmWINS Insurance Brokerage of CA  
 21550 Oxnard Street  
 Suite 1100  
 Woodland Hills, CA 91367

Insurance is afforded by: Great American Assurance Company

<b>3. PREMIUM:</b>	Total Advance Premium	\$	70,022
	Service Charge	\$	
	Taxes	\$	
	Surcharge	\$	
	<b>Total</b>	<b>\$</b>	<b>70,022</b>

**BASIS OF PREMIUM:** Non-Auditable (  ) Auditable (  )

In the event of cancellation by the Named Insured, the company will receive and retain no less than \$ as a policy minimum premium.

<b>4. LIMITS OF INSURANCE:</b>	\$	Per GAI6515	Each Occurrence
	\$	Per GAI6515	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the Underlying Limits of Insurance indicated in Item 5. of the Declarations.

**5. UNDERLYING INSURANCE:**

<b>Carrier Information</b>	<b>Type of Coverage</b>	<b>Limits of Insurance</b>
As Per GAI6008 (06/97) Attached		

**6. FORMS AND ENDORSEMENTS** applicable to all Coverage Forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 6013 (Ed.06/97).

## FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	ST	Date Added* or Date Deleted	Form Description
1	GAI6600 06/97	CA		Commercial Excess Liability Declarations Page
2	GAI6008 06/97	CA		Schedule A - Schedule of Underlying Insurance (Supplemental)
3	GAI6011 06/97	CA		Additional Insured Limitation
4	GAI6965 10/14	CA		Following Form Endorsement
5	GAI6011 06/97	CA		Limitation of Coverage To Designated Entities
6	GAI6515 06/97	CA		Limits of Liability Amendment - Quota Share Endorsement
7	GAI6617 10/14	CA		Participation Endorsement
8	GAI6704 01/13	CA		California Changes
9	GAI6473 04/15	CA		Disclosure Pursuant To Terrorism Risk Insurance Act - Rejection of Offer
10	GAI6455 04/15	CA		Exclusion of Certified Acts of Terrorism
11	GAI6524 06/97	CA		Excess Liability Coverage Form
12	IL7268 09/09	CA		In Witness Clause

\*If not at inception

**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)**

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>1. First Underlying Insurance:</p> <p>Berkley National Insurance Company</p> <p>CEX09600358-04 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$10,000,000 Each Occurrence \$10,000,000 Aggregate, Where Applicable</p> <p>In Excess of \$10,000,000 Each Occurrence \$10,000,000 Completed Operations Hazard Aggregate</p> <p>In Excess of Self Insured Retention: \$5,000,000 Each Occurrence</p>
<p>2. Other Underlying Insurance in Excess of Item 1. Above.</p> <p>Endurance Risk Solutions Assurance Co.</p> <p>EXC10004079304 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$10,000,000 Each Occurrence \$10,000,000 Aggregate, Where Applicable</p>
<p>3. Other Underlying Insurance in Excess of Item 1. and 2. Above.</p> <p>Ironshore Specialty Insurance Company</p> <p>001722604 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$10,000,000 Each Occurrence \$10,000,000 Aggregate, Where Applicable</p>

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>4. Other Underlying Insurance in Excess of Item 1., 2. and 3. Above.</p> <p>Hallmark Specialty Insurance Company</p> <p>77PEF170029 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$5,000,000 Each Occurrence \$5,000,000 Aggregate, Where Applicable</p>
<p>5. Other Underlying Insurance in Excess of Item 1., 2., 3. and 4. Above.</p> <p>(A)</p> <p>Axis Surplus Insurance Company</p> <p>ELU720681/01/2017 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$15,000,000 Each Occurrence \$15,000,000 Aggregate, Where Applicable</p> <p>Part of</p> <p>\$25,000,000 Each Occurrence \$25,000,000 Aggregate, Where Applicable</p>
<p>(B)</p> <p>Great American Excess and Surplus Company</p> <p>3342502 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$10,000,000 Each Occurrence \$10,000,000 Aggregate, Where Applicable</p> <p>Part of</p> <p>\$25,000,000 Each Occurrence \$25,000,000 Aggregate, Where Applicable</p>
<p>6. Other Underlying Insurance in Excess of Item 1., 2., 3., 4. and 5. Above.</p> <p>Allied World National Assurance Company</p> <p>0306-8014 07/01/2017 To 07/01/2018</p>	<p>Excess Liability</p>	<p>\$25,000,000 Each Occurrence \$25,000,000 Aggregate, Where Applicable</p>

## **GENERAL ENDORSEMENT**

### **Additional Insured Limitation**

It is agreed that the insurance afforded by this policy to any person or organization as an Additional "Insured" is hereby limited to the extent set forth below:

1. The Limits of Insurance afforded by this policy to such person or organization included hereunder when combined with the Limits of Insurance provided the person or organization by the underlying insurance shall not exceed the Limits of Insurance required by the terms and provisions of the "insured contract" between the person or organization and the Named Insured.
2. The inclusion of any person or organization as an Additional "Insured" shall not operate to increase the Company's Limits of Insurance set forth in this policy.

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

**FOLLOWING FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following

EXCESS LIABILITY COVERAGE FORM

**INSURING AGREEMENTS I. COVERAGE** of this policy is deleted in its entirety and is replaced with the following:

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations, subject to **INSURING AGREEMENT** Section II., **Limits of Insurance.** Except for Items **1.** through **8.** listed below, the coverage provided by this policy shall follow form and be in accordance with the insuring agreements, exclusions, definitions and conditions contained in the "first underlying insurance" identified below.

Insurance Company: Berkley National Insurance Company

Policy Number: CEX09600358-04

1. Limits of Insurance
2. Policy Period
3. Premium
4. Schedule of Underlying Insurance
5. Asbestos Exclusion
6. Nuclear Energy Liability Exclusion
7. Any other endorsement agreed upon by us and the Named Insured, and endorsed to this policy
8. Cancellation provision

If any provisions of the "first underlying insurance" are more restrictive than items identified as **1.** through **8.** in this Endorsement, the provisions of the "first underlying insurance" shall apply.

In addition, the coverage provided by this policy will follow form and be in accordance with the limitations, exclusions or restrictions of coverage in any other "underlying insurance" to the extent coverage is further limited or restricted by a policy or endorsement of "underlying insurance."

In no event will this policy provide broader coverage in any respect than would be provided by any of the "underlying insurance."

**This endorsement does not change any other provision of the policy.**

## **GENERAL ENDORSEMENT**

### **Limitation of Coverage To Designated Entities**

It is understood and agreed that the insurance provided by this policy shall apply only to any liability arising out of any operation(s) of the entity(ies) listed below.

1. City of Anaheim
2. City of Palo Alto
3. City of Santa Monica

This endorsement does not change any other provision of the policy.

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

**LIMITS OF LIABILITY AMENDMENT - QUOTA SHARE ENDORSEMENT**

Item 4. of the Declarations Page is amended to read as follows:

**4. Limits of Insurance:**

The lesser of

**a.** 50 % of "loss,"

or

**b.** \$ 25,000,000 each occurrence

\$ 25,000,000 aggregate

part of

\$ 50,000,000 each occurrence

\$ 50,000,000 aggregate

This endorsement does not change any other provision of the policy.

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

**PARTICIPATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**EXCESS LIABILITY COVERAGE FORM**

It is agreed that the total Limits of Insurance for all contributing insurance (insured or self-insured) is \$ 50,000,000. The Company's percentage of participation under this policy is 50% or \$ 25,000,000 part of \$ 50,000,000 and the liability of this Company is limited to the same proportion, namely 50% (being \$ 25,000,000 part of \$ 50,000,000 of any loss hereunder).

It is a condition of this insurance that the Insured maintain in full force and effect during the currency of this policy insurance coverage for Limits of Insurance of 50% part of 100% (being \$ 25,000,000 part of \$ 50,000,000). However, the failure of the Insured to comply with the forgoing shall not invalidate this insurance, but in the event of such failure, this Company shall only be liable to the same extent as they would have been had the Insured complied with the said condition.

In no event will this policy provide broader coverage in any respect than would be provided by any participating policy.

**This endorsement does not change any other provision of the policy.**

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

**CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following is added to Section **V - DEFINITIONS**:

The term "spouse" is defined as a spouse or registered domestic partner under California law.

Section **VI - CONDITIONS D. Cancellation** is deleted and replaced by the following:

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for:
    - (1) Nonpayment of premium; or
    - (2) Discovery of fraud by:
      - (a) Any Insured or his or her representative in obtaining this insurance; or
      - (b) You or your representative in pursuing a claim under this policy.
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.
9. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (a) Nonpayment of premium, including payment due on a prior policy the company issued and due during the current policy term covering the same risks.
  - (b) Discovery of fraud or material misrepresentation by:
    - (1) Any Insured or his or her representative in obtaining this insurance; or
    - (2) You or your representative in pursuing a claim under this policy.
  - (c) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
  - (d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (e) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (f) A determination by the Commissioner of Insurance that the:
    - (1) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (2) Continuation of the policy coverage would:
      - (a) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (b) Threaten our solvency.
  - (g) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
10. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud by:
    - (a) Any Insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 9.

The following **CONDITION** is added and supersedes any provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured and to the producer of record, at least:
  - a. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
2. We will mail or deliver notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
3. We are not required to send notice of nonrenewal in the following situations:
  - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**This endorsement does not change any other provision of the policy.**

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM  
RISK INSURANCE ACT - REJECTION OF OFFER**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

**A. Rejection Of Offer**

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in paragraph **C.** below) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. **You have rejected this offer of coverage.**

**C. Federal Share of Losses Under the Terrorism Risk Insurance Act**

85% Year: 2015  
84% Year: 2016  
83% Year: 2017  
82% Year: 2018  
81% Year: 2019  
80% Year: 2020

**This endorsement does not change any other provision of the policy.**

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA  
EXCESS LIABILITY

The following exclusion is hereby added:

**A.** This insurance does not apply to:

**Terrorism**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism."

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. **"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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. 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
  - b. 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.

**This endorsement does not change any other provision of the policy.**

**EXCESS LIABILITY COVERAGE FORM**

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

**INSURING AGREEMENTS****I. COVERAGE**

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations, subject to **INSURING AGREEMENT** Section II., **Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

**II. LIMITS OF INSURANCE**

**A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;
2. claims made or suits brought;
3. persons or organizations making claims or bringing suits.

**B.** The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4. of the Declarations is the most we will

**3.** Subject to **B.2.**, the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

**4.** Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item 5. of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

However, we will not pay that portion of a "loss" that is within the "Underlying Limits of Insurance" which the Insured has agreed to fund by self-insurance or means other than insurance.

5. The limits of this policy apply separately to each consecutive annual period, and to any remaining period 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.

### III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss." If we exercise such right, we will do so at our own expense, but not after the limits of this policy are exhausted.

### IV. EXCLUSIONS

This policy does not apply to:

- A. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
  1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
  2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

- B. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:

1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants," however caused;
2. any request, demand, or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons;
3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

- C. Any liability excluded by the Nuclear Energy Liability Exclusion attached to this policy.

## V. DEFINITIONS

- A. "First underlying insurance" means the policy or policies of insurance stated as such in Item 5. of the Declarations.
- B. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages after making proper deductions for all recoveries and salvage.
- C. "Underlying insurance" means "first underlying insurance" and all policies of insurance listed in Item 5. of the Declarations.
- D. "Underlying Limits of Insurance" means the total sum of the limits of all applicable "underlying insurance" stated in Item 5. of the Declarations, including self-insurance, or means other than insurance.

## VI. CONDITIONS

### A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the "Underlying Limits of Insurance," we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and interest incidental to this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

### B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured or the bankruptcy, insolvency or inability to pay of any of the underlying insurers will not relieve us from the payment of any claim or suit covered by this policy.

In the event of bankruptcy or insolvency of any underlying Insurer, the insurance afforded by this policy will not replace such "underlying insurance," but will apply as if the "underlying insurance" was available and collectible.

### C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can only be

changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

### D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

#### **E. First Named Insured Duties**

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

We will be furnished a complete copy of the "first underlying insurance" described in Item 5. of the Declarations and any subsequently issued endorsements which may in any way affect this insurance.

#### **F. Legal Actions Against Us**

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### **G. Maintenance of Underlying Insurance**

During the period of this policy, you agree:

1. to keep the policies listed in Item 5. of the Declarations in full force and effect;
2. that the Limits of Insurance of the "underlying insurance" policies listed in Item 5. of the Declarations will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "losses" covered by "underlying insurance."

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### **H. Notice of Occurrence**

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. To the extent possible, notice will include:

- a. how, when and where the occurrence took place;
- b. the names and addresses of any injured persons and witnesses;
- c. the nature and location of any injury or damage arising out of the occurrence.

2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

3. You and any other involved Insured must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- b. authorize us to obtain records and other information;
- c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
- d. 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 also apply.

4. If the "Underlying Limits of Insurance" are exhausted solely by payment of "loss," no Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**I. Other Insurance**

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically 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.

**J. Premium**

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. If any additional premium charge is made to the "underlying insurance" during the policy period or if there is an increase in the risk assumed by us, our premium may be adjusted accordingly.

**K. Terms Conformed to Statute**

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

**L. When "Loss" is Payable**

Coverage under this policy will not apply unless and until the Insured or the Insured's "underlying insurance" is obligated to pay the full amount of the "Underlying Limits of Insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" falling within the terms of this policy.

**NUCLEAR ENERGY LIABILITY EXCLUSION**

This policy does not apply to:

**A. Any liability, injury or damage:**

1. with respect to which any Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
2. resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement

entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material," if:**

1. the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured or **(b)** has been discharged or dispersed therefrom;
2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts of equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America,

its territories or possessions or Canada, this Exclusion **B.3.** applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

**C.** As used in this exclusion:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear facility" means:
  - a. any "nuclear reactor";
  - b. any equipment or device designed or used for
    - (1) separating the isotopes of uranium or plutonium,
    - (2) processing or utilizing "spent fuel" or
    - (3) handling, processing or packaging "nuclear waste";
  - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "nuclear waste," and includes the site on which

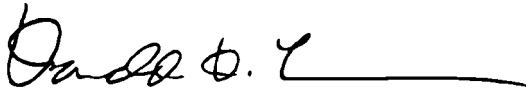
any of the foregoing is located, all operations considered on such site and all premises used for such operations.

3. "Nuclear material" means "source material," "special nuclear material" or by-product material.
4. "Nuclear property damage" includes all forms of radioactive contamination of property.
5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
6. "Nuclear waste" means any "nuclear waste" material **(a)** containing "by-product material" other than the tailings of "nuclear waste" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph **C.2.a.** or **C.2.b.**
7. "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

This endorsement does not change any other provision of the policy.

**In Witness Clause**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



**President**



**Secretary**

**IMPORTANT INFORMATION TO POLICYHOLDERS  
CALIFORNIA**

**TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group  
Administrative Offices  
301 East 4th Street  
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

**1-800-972-3008**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, California 90013  
1-800-927-4357  
213-897-8921 (if calling from within the Los Angeles area)  
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

**ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.