



## **Starstone Specialty Insurance Company**

### **Commercial Excess Liability Insurance Policy (Public Entity)**

#### **Company Address:**

201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
844-722-7827  
[www.corespecialty.com](http://www.corespecialty.com)

#### **To Report a Claim:**

Contact your Insurance Agent, or  
Contact the Company at 844-722-7827 or  
send an email to: [claims@corespecialty.com](mailto:claims@corespecialty.com)

#### **To File a Complaint**

Contact your Insurance Agent, or  
Contact the Company at 844-722-7827 or  
Contact your State Director of Insurance

# FACTS WHAT DOES STARSTONE SPECIALTY INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, name, address, property description, date of birth, driver’s license number, phone number, e-mail address, and employment information;
- Policy coverages, premiums, payment history, and loss and/or claim history;
- Income, asset, and credit history;
- Motor vehicle reports, claim reports, demographic data, and medical information and history.

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?** All financial companies need to share customer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer’s personal information; the reasons StarStone Specialty Insurance Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does StarStone Specialty Insurance Company share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes—</b> information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

**Questions?** Call 844-722-7827

Who we are	
Who is providing this notice?	StarStone Specialty Insurance Company
What we do	
How does StarStone Specialty Insurance Company protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings.</p> <p>Also, we only allow employees, authorized service providers and other parties as required or permitted by law to access your information.</p>
How does StarStone Specialty Insurance Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ Apply for insurance, pay insurance premiums or file an insurance claim;</li> <li>▪ Give us your income information or provide employment information;</li> <li>▪ Provide your mortgage information;</li> <li>▪ Pay us by check; or</li> <li>▪ Provide account information or give us your contact information.</li> </ul> <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit sharing:</p> <ul style="list-style-type: none"> <li>▪ between affiliates' for everyday business purposes—(e.g. information about your creditworthiness);</li> <li>▪ Between affiliates to market to you; or</li> <li>▪ With nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Please visit <a href="http://www.corespecialty.com">www.corespecialty.com</a> for information regarding StarStone Specialty Insurance Company's affiliates.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ StarStone Specialty Insurance Company does not share with nonaffiliates.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include managing general agents.</li> </ul>
Other important information	

You have a right to see personal information collected about you and the right to correct any information, which may be wrong, by writing to us at the following address: StarStone Specialty Insurance Company, 201 E. Fifth Street, Suite 1200, Cincinnati, OH 45202

**Nevada Residents:** You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

**For Vermont Customers:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only:** The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

**Residents of California:** We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law. If you would like additional information about the collection and disclosure of customer information, please contact your agent. You may also act upon your right to see and correct any customer information in your files by writing your agent to request this access.

## **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: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be 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.**

**Date:** \_\_\_\_\_

**Insured:** \_\_\_\_\_

## **CLAIM REPORTING**

### **To Report a Claim:**

Contact your Insurance Agent, or

Contact the Company at 844-722-7827 or

Send an email to: [claims@corespecialty.com](mailto:claims@corespecialty.com)

The above email address and telephone number may also be used for claims-related questions (e.g. status of specific claim or the name of the adjuster to whom a claim has been assigned).



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)  
[Report claims to:  
claims@corespecialty.com](mailto:claims@corespecialty.com)

**STARSTONE SPECIALTY INSURANCE COMPANY**  
**COMMERCIAL EXCESS LIABILITY**  
**(PUBLIC ENTITY)**  
**DECLARATIONS**

**POLICY NO.: CSX00103068P-00**

**RENEWAL OF: N/A**

**ITEM 1.** (a) NAMED INSURED: Authority for California Cities Excess Liability  
(b) ADDRESS: 560 Mission St., 6th Fl.  
San Francisco, CA 94105

**ITEM 2.** POLICY PERIOD: Inception Date: July 1, 2024 To: July 1, 2025  
(12:01 A.M. prevailing time at the address stated in Item 1 above)

**ITEM 3.** LIMITS OF LIABILITY: \$5,000,000 Per Occurrence  
\$5,000,000 Aggregate, where applicable

**ITEM 4.** (a) PREMIUM: \$410,000.00  
(b) MINIMUM EARNED PREMIUM: \$102,500.00

**ITEM 5.** LIMITS OF UNDERLYING POLICIES: Please see the Schedule of Underlying Insurance which forms part of the Policy's Declarations.

**ITEM 6.** POLICY FORM and ENDORSEMENTS: SSS EXS PE POL 0001 CW together with endorsements. Please see the Schedule of Forms and Endorsements which forms a part of the Policy's Declarations.

Authorized Representative

Date of Issue: July 10, 2024

California Premium: \$410,000.00  
Non-Taxable Fees: \$0.00  
Taxable Fees: \$0.00  
Surplus Lines Tax: \$12,300.00  
Stamping Fee: \$738.00

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

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**FORM NO.:**

**ENDORSEMENT NAME:**

SSS EXS PE JKT CW 05 23	Policy Jacket
SSICPRI 08 22	SSIC Privacy Notice
SSS SLN CA 04 21	CA Surplus Lines Notice (D-2)
SSS EXS PE CLM 2000 CW 05 23	Claim Reporting
SSS EXS PE DEC 0002 CW 05 23	Excess Public Entity Liability Dec Page
SSS EXS PE SCHED 0004 CW 05 23	Schedule of Forms and Endorsements
SSS EXS PE SCHED UL 0003 CW 05 23	Schedule of Underlying
SSS EXS PE POL 0001 CW 05 23	Excess Public Entity Liability Policy
SSS EXS PE SIG 0001 CW 05 23	Signature Page
IL P 001 01 04	U.S. Treasury Dept. (OFAC)
SSS EXS PE END 1000 CW 05 23	Access or Disclosure of Confidential or Personal Information and Data-Related Liability
SSS EXS PE END 1001 CW 05 23	Asbestos Exclusion
SSS EXS PE END 1002 CW 05 23	Communicable Disease
SSS EXS PE END 1004 CW 05 23	Earlier Notice of Cancellation - 90 Days
SSS EXS PE END 1005 CW 05 23	Fungi or Bacteria Exclusion
SSS EXS PE END 1006 CW 05 23	Lead Exclusion
SSS EXS PE END 1008 CW 05 23	Nuclear Energy Liability Exclusion Endorsement
SSS EXS PE END 1009 CW 05 23	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
SSS EXS PE END 1010 CW 05 23	Policy Changes
SSS EXS PE END 1010 CW 05 23	Policy Changes

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Endorsement Effective Date** July 1, 2024

**Insured** Authority for California Cities Excess Liability

**Endorsement Number** 1

SSS EXS PE END 1012 CW 05 23

Service of Suit

SSS EXS PE END 1013 CW 05 23

Underlying JPA Amendment

SSS EXS PE TRIA 4000 CW 05 23

Exclusion Of Certified Acts Of Terrorism

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Endorsement Effective Date** July 1, 2024

**Insured** Authority for California Cities Excess Liability

**Endorsement Number** 2

## SCHEDULE OF UNDERLYING INSURANCE

### **4th Layer Excess**

Coverage: Excess Liability (Controlling Underlying Insurance)  
Carrier: Allied World National Assurance Company  
Policy Period: 07/01/2024 - 07/01/2025  
Policy Number: 0306-8014  
Limits Of Liability: \$5,500,000 Each Occurrence  
\$5,500,000 Completed Operations Hazard Annual Aggregate  
\$22,000,000 Policy Aggregate

### **3rd Layer Excess**

Coverage: Authority for California Cities Excess Liability Pool MOC  
Carrier: N/A  
Policy Period: 07/01/2024 - 07/01/2025  
Policy Number: N/A  
Limits Of Liability: Reinsured by: Upland Specialty Insurance Company, Continental Indemnity Company (Applied), Everest Reinsurance Company, Midvale Indemnity Company (Bowhead)  
  
\$12,000,000 Each Occurrence  
\$12,000,000 Completed Operations Aggregate  
\$48,000,000 Policy Pool Aggregate

### **2nd Layer Excess**

Coverage: Excess Liability  
Carrier: Gemini Insurance Company  
Policy Period: 07/01/2024 - 07/01/2025  
Policy Number: CEX09600358-11  
Limits Of Liability: \$10,000,000 Each Occurrence  
\$10,000,000 Completed Operations Aggregate  
\$40,000,000 Policy Aggregate

### **Lead Excess**

Coverage: Special Excess Liability Policy for the Alliant National Municipal Liability (ANML) Program  
Carrier: Great American E&S Insurance Company / Starstone Specialty Insurance Company  
Policy Period: 07/01/2024 - 07/01/2025  
Policy Number: 1827326-09 / APEICS1827326-09  
Limits Of Liability: \$40,000,000 Policy Aggregate  
\$10,000,000 Completed Operations Hazard Aggregate (Per Member)  
\$10,000,000 Any one occurrence, offense, or Wrongful act for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof in excess of your Retained Limit.

Excess of \$15,000,000 Retention

\*The above Schedule applies to any renewals or replacements thereof



201 E. Fifth Street, Suite 1200  
Cincinnati, OH 45202  
Tel: 844-722-7827  
Fax: 513-599-7501  
[www.corespecialty.com](http://www.corespecialty.com)

## STARSTONE SPECIALTY INSURANCE COMPANY

### COMMERCIAL EXCESS LIABILITY POLICY

#### (Public Entity)

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

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

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

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

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

#### **SECTION I – COVERAGE**

##### **1. Insuring Agreement**

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

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

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

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

At our discretion, we may investigate any “injury or damage” that may involve this insurance and settle any resultant claim or legal proceeding against the “insured” for which we have the duty to defend; however (1) the amount we will pay for “ultimate net loss” is limited as described in Section II – Limits Of Insurance; and (2) our right and duty to defend ends when we have used up the applicable limit of

insurance in the payment of judgments or settlements under this policy. However, if the policy of “controlling underlying insurance” specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments, or settlements under this policy.

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

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

## **2. Exclusions**

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

Insurance provided under this Coverage Part does not apply to:

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

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

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

### **c. Workers' Compensation and Similar Laws**

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

## **SECTION II – LIMITS OF INSURANCE**

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

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

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

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

## **SECTION III – CONDITIONS**

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

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

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

### **2. Appeals**

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

### **3. Bankruptcy**

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

#### **4. Cooperation by the “Insured”**

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

#### **5. Named Insured Duties**

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

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

#### **6. Subrogation**

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

#### **7. Cancellation**

- a.** The Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least: (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c.** We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e.** If this policy is cancelled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f.** If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **8. Changes**

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

#### **9. Maintenance Of / Changes to Controlling Underlying Insurance**

Any “controlling underlying insurance” must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such “controlling underlying insurance” that results from “injury or damage” to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain “controlling underlying insurance”. Failure to maintain “controlling underlying insurance” will not invalidate insurance provided under this policy, but insurance provided under this policy will apply as if the “controlling underlying insurance” were in full effect. The Named Insured must notify us in writing, as soon as practicable, if any “controlling underlying insurance” is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any “controlling underlying insurance” is changed.

## **10. Other Insurance**

If other insurance, whether collectible or not, is available to the “insured” covering “injury or damage” also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

## **11. Premium**

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

## **12. Loss Payable**

Liability under this policy does not apply unless and until:

- a. The “insured” or “insured's” “controlling underlying insurer” has paid the “retained limit”; and
- b. The obligation of the “insured” to pay the “ultimate net loss” in excess of the “retained limit” has been determined by a final settlement or judgment or written agreement among the “insured,” claimant, “controlling underlying insurer” and us.

## **13. When We Do Not Renew**

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

## **SECTION IV – DEFINITIONS**

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

1. “Controlling underlying insurance” means any policy of insurance or self-insurance program, or other risk transfer arrangement listed in the Declarations under the Schedule of “controlling underlying insurance”.
2. “Controlling underlying insurer” means any insurer or self-insurer who provides any policy of insurance or risk transfer arrangement listed in the Declarations under the Schedule of “controlling underlying insurance”.
3. “Event” means an occurrence, offense, accident, act, or other event, to which the applicable “controlling underlying insurance” applies.
4. “Injury or damage” means any injury or damage or loss, covered in the applicable “controlling underlying insurance” arising from an “event.”

5. "Retained limit" means the limits of "controlling underlying insurance" applicable to the "injury or damage."

"Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the "insured" becomes legally obligated to pay as damages by reason of: settlements, judgments, or other binding alternate dispute resolution proceedings entered into with our consent. "Ultimate net loss" also includes defense expenses if the "controlling underlying insurance" specifies that its limits are reduced by defense expenses.



---

President



---

Secretary

**STARSTONE SPECIALTY INSURANCE COMPANY**

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



**President**



**Secretary**

## 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.

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

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

The Policy is amended as follows:

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

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

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

**COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGE; 2. EXCLUSIONS:**

Insurance provided under this Coverage Part does not apply to:

Any “injury or damage,” expense, cost, loss, liability or legal obligation that in any way, in whole or in part, arises out of, relates to, or results from any alleged or actual transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

We shall have no duty or obligation on our part under this insurance to defend, respond to, investigate, or indemnify any insured against any “injury or damage,” loss, claim, suit, or other proceeding alleging damages to which this exclusion applies. This exclusion also applies to any obligation to defend, to share damages with, repay, or indemnify anyone else from whom damages are sought.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Insured** Authority for California Cities Excess Liability

**Endorsement Effective Date** July 1, 2024

**Endorsement Number** 6

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

**EARLIER NOTICE OF CANCELLATION PROVIDED BY US – 90 Days**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

This insurance does not apply to:

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

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

The following definition is added:

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

**LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

This insurance does not apply to "Injury or damage" arising out of:

1. The ingestion, inhalation or absorption of lead in any form.
2. Any loss, cost, or expense arising out of any:
  - a. Request, demand or order that You or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effect of lead.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,  
**Exclusions:**

**2. Exclusions**

**NUCLEAR ENERGY LIABILITY**

a. Under any Liability Coverage, to "injury or damage":

- (1) With respect to which an 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 limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the 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. Under any Liability Coverage, to "injury or damage" resulting from "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, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (3) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or 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 (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"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.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes 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 under the first two paragraphs of the definition of "nuclear facility".

"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 "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 the "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 "waste";

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

"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.

"Injury or damage" includes all forms of radioactive contamination of property.

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

**PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)  
EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGE; 2. EXCLUSIONS:**

Insurance provided under this Coverage Part does not apply to:

Any “injury or damage,” expense, cost, loss, liability or legal obligation that in any way, in whole or in part, arises out of, relates to, or results from the actual or alleged manufacture, distribution, dispersal, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of, or failure to disclose the presence of, failure to warn or advise of PFAS or products and materials containing PFAS.

It is further agreed that this insurance does not apply to any loss, cost or exposure including, but not limited to, a duty to defend, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

1. Clean up or removal of PFAS or products and materials containing PFAS;
2. Such actions as may be necessary to monitor, assess and evaluate the release of threat of PFAS or products and material containing PFAS;
3. Disposal of PFAS or products and materials containing PFAS or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
4. Compliance with any law regulation regarding PFAS or products and materials containing PFAS; or
5. Existence, storage, handling or transportation of PFAS or products and materials containing PFAS.

We shall have no duty or obligation on our part under this insurance to defend, respond to, investigate, or indemnify any insured against any “injury or damage,” loss, claim, suit, or other proceeding alleging damages to which this exclusion applies. This exclusion also applies to any obligation to defend, to share damages with, repay, or indemnify anyone else from whom damages are sought.

For the purposes of this endorsement, the term PFAS means a perfluoroalkyl or polyfluoroalkyl substance, or any one of its chemical compounds, either individually or in combination with one another.

Company StarStone Specialty Insurance Company

Policy Number CSX00103068P-00

Insured Authority for California Cities Excess Liability

Endorsement Effective Date July 1, 2024

Endorsement Number 11

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

**POLICY CHANGES**

The Policy is amended as follows:

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties:	<input type="checkbox"/> Coverage Forms and Endorsements
<input checked="" type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Self-Insured Retention
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}: Page2**

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	<b>NO CHANGES</b>	<input type="checkbox"/>	<b>TO BE ADJUSTED AT AUDIT</b>	<input type="checkbox"/>	<b>ADDITIONAL PREMIUM</b>	<input type="checkbox"/>	<b>RETURN PREMIUM</b>
				\$	NA		\$ NA

Countersigned By: \_\_\_\_\_ (Authorized Representative)

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

COMMERCIAL EXCESS LIABILITY INSURANCE POLICY (PUBLIC ENTITY)

**GENERAL ENDORSEMENT**

It is hereby understood and agreed that SECTION II – LIMITS OF INSURANCE is amended to include the following additional provision:

A policy aggregate limit of \$20,000,000 is the most we will pay for the sum of all “ultimate net loss” under this policy, irrespective of any aggregate limit of insurance under the “controlling underlying insurance”.

It is understood that to the extent any coverage may otherwise be provided under this policy and its endorsements, the provisions of this endorsement shall be applicable and shall supersede any such other provisions. For the avoidance of doubt, this endorsement shall not be interpreted to increase or expand any coverage or other limits provided under this policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Endorsement Effective Date** July 1, 2024

**Insured** Authority for California Cities Excess Liability

**Endorsement Number** 12

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

**POLICY CHANGES**

The Policy is amended as follows:

The following item(s):

<input checked="" type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties:	<input type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Self-Insured Retention
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}: Page2**

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	<b>NO CHANGES</b>	<input type="checkbox"/>	<b>TO BE ADJUSTED AT AUDIT</b>	<b>ADDITIONAL PREMIUM</b>	<b>RETURN PREMIUM</b>
				\$ NA	\$ NA

Countersigned By: \_\_\_\_\_ (Authorized Representative)

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

COMMERCIAL EXCESS LIABILITY INSURANCE POLICY (PUBLIC ENTITY)

**GENERAL ENDORSEMENT**

It is hereby understood and agreed the following members are added to the Named Insured on the policy:

City of Anaheim  
City of Bakersfield  
City of Burbank  
City of Modesto  
City of Monterey  
City of Mountain View  
City of Ontario  
City of Palo Alto  
City of Salinas  
City of Santa Barbara  
City of Santa Cruz  
City of Santa Monica  
City of Visalia

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Insured** Authority for California Cities Excess Liability

**Endorsement Effective Date** July 1, 2024

**Endorsement Number** 13

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

## **SERVICE OF SUIT ENDORSEMENT**

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

Robert Kuzloski  
Legal Department  
Starstone US Companies  
412 Mt. Kemble Avenue, Suite G-60,  
Morristown, New Jersey 07960  
Tel: (917) 704-6008  
Email: Robert.Kuzloski@corespecialty.com

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

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

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

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Company** StarStone Specialty Insurance Company

**Policy Number** CSX00103068P-00

**Insured** Authority for California Cities Excess Liability

**Endorsement Effective Date** July 1, 2024

**Endorsement Number** 14

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

### **UNDERLYING JPA AMENDMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

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

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

**A.** The following exclusion is added:

This Policy shall not apply to:

**TERRORISM**

Any liability, damage, loss, cost or expense arising, directly or indirectly, out of a **Certified Act of Terrorism**.

**B.** The following definition is added:

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

- 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.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**