

ADDITIONAL PROCESSING INSTRUCTIONS

Policy No. OMH 1544699 00

MAIL TO: ALLIANT INSURANCE SERVICES
100 PINE ST FL 11
SAN FRANCISCO, CA 94111 - 5113

SEND PRODUCER OUTPUT TO 022252

ADDITIONAL OUTPUT SUMMARY

- | | |
|--|--|
| <input type="checkbox"/> Standard Insured | <input type="checkbox"/> Full Agency |
| <input type="checkbox"/> Standard Agency | <input type="checkbox"/> Full Company |
| <input type="checkbox"/> Standard Company | <input type="checkbox"/> Full Copy of Original |
| <input type="checkbox"/> Standard Copy of Original | |

SPECIAL INSTRUCTIONS:

Your Great American Insurance Policy



GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **5** have been rated "A" or better by A.M. Best for over 100 years.

Only **2** are on both lists.

Great American Insurance Company is **1** of the two.

The numbers tell the story.



GreatAmericanInsuranceGroup.com

SUBMITTING A CLAIM

In the Ocean Marine Department of Great American Insurance Group, you will find a unique team of marine insurance specialists dedicated to the needs of our clients. Our team of specialists stands ready to assist you in the claim process.

Please submit your claim to:

POLLUTION INCIDENTS (ACTUAL AND/OR THREAT)

POLLUTION RESPONSE TEAM

1-877-G A REACT 24-hour toll-free claim number
(1-877-427-3228)

ALL OTHER CLAIMS/INCIDENTS:

PREFERRED METHOD

omclaims@gaig.com

ALTERNATIVELY

Ocean Marine Claims
1-800-426-9697 Phone
1-800-498-2178 Fax

Great American Insurance - Ocean Marine Claims
P.O. BOX 2468
Cincinnati, Ohio 45201

Policy No. OMH 1544699 00
Effective Date of Change 07/01/2020

OCEAN MARINE POLICY CHANGES

NAMED INSURED BAY CITIES JOINT POWERS
INSURANCE AUTHORITY
AND ADDRESS: 50 PARK PLACE
BRISBANE, CA 94005

**THIS ENDORSEMENT
CHANGES THE POLICY.**

**PLEASE READ IT
CAREFULLY.**

AGENT'S NAME AND ADDRESS:

ALLIANT INSURANCE SERVICES
100 PINE ST FL 11
SAN FRANCISCO, CA 94111 - 5113

Insurance is afforded by the Company named below, a Capital Stock Corporation:
Great American Insurance Company

POLICY PERIOD: From 07/01/2020 To 07/01/2021
12:01 A.M. Standard Time at the address of the Named Insured

NO CHANGE IN PREMIUM

Effective July 1, 2020 it is hereby understood and agreed the insured name is
amended to read: BAY CITIES JOINT POWERS INSURANCE AUTHORITY

All other terms and conditions remain unchanged.

Policy No. OMH 1544699 00
Renewal Of

OCEAN MARINE POLICY DECLARATIONS PAGE

NAMED INSURED AND ADDRESS: CITY OF BRISBANE 50 PARK PLACE BRISBANE, CA 94005	POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 07/01/2020 To 07/01/2021
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.	AGENT'S NAME AND ADDRESS: ALLIANT INSURANCE SERVICES 100 PINE ST FL 11 SAN FRANCISCO, CA 94111 - 5113

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY	
Coverage	Premium
EXCESS MARINE LIABILITIES	\$ 10,875.00
Total Policy Premium	\$ 10,875.00

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 22 97 (01/01).

OCEAN MARINE 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:

		AMENDED		
	FORM AND EDITION	Effective Date ADDED	Effective Date DELETED	FORM DESCRIPTION
1.	GAI2244 01/01			OCEAN MARINE DECLARATIONS PAGE
2.	GAI2283 04/11			ECONOMIC AND TRADE SANCTIONS CLAUSE
3.	GAI2298 01/01			General Endorsement for Excess Mari
4.	GAI2300 03/04			EXTENDED RADIOACTIVE CONTAMINATION
5.	GAI2376 01/04			EXCESS MARINE LIABILITIES CLAUSES
6.	GAI2399 01/15			TERRORISM COVERAGE REJECTION
7.	GAI2473 01/01			OM COV LEVEL DEC EXCESS MARINE LIAB
8.	GAI2481 01/01			EML SCHED OF UNDERLYING INSURANCE
9.	GAI2489 03/04			CHEM, BIO, BIO-CHEM, ELECTROMAGNETI
10.	GAI2611 06/16			AMERICAN INSTITUTE CYBER EXCLUSION
11.	GAI2731 05/20			AMERICAN INSTITUTE COMMUNICABLE DIS

Economic and Trade Sanctions Clause

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

All other terms and conditions of this policy remain unchanged.

**AMERICAN INSTITUTE
COMMUNICABLE DISEASE EXCLUSION
(June 4, 2020)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

- 1) any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

DEFINITION

"Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

All other terms and conditions of this policy remain unchanged.

TERRORISM RISK INSURANCE ACT - REJECTION OF COVERAGE ENDORSEMENT

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

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 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

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

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), 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.**

All other terms and conditions of this policy remain unchanged.

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE
INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

All other terms and conditions of this policy remain unchanged.

Policy: OMH 1544699 00
Effective Date: July 1, 2020

Insured: CITY OF BRISBANE

OCEAN MARINE GENERAL ENDORSEMENT

General Endorsement for Excess Marine Liabilities

It is hereby understood and agreed this policy coverage is \$5,000,000
Excess Marine Liability which is in turn excess of underlying primary.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

Effective 07/01/2020 the Nuclear Exclusion Clause appearing in this policy is canceled and replaced by the following Extended Radioactive Contamination Clause.

EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1.** In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1** ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
 - 1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
 - 1.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
 - 1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses **1.1**, **1.2**, and **1.4** of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

All other terms and conditions of this policy remain unchanged.

Policy No. OMH 1544699 00

OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE

NAMED INSURED: CITY OF BRISBANE

POLICY #: OMH 1544699 00

POLICY EFFECTIVE DATE: 07/01/2020

POLICY EXPIRATION DATE: 07/01/2021

COVERAGE LEVEL FORM(S) AND PREMIUM(S)

COVERAGE

Excess Marine Liabilities Clauses-Form #GAI2376

SECTION	COVERED (x'd)	PREMIUM
(a) Excess Protection & Indemnity	()	\$
(b) Excess Collision Liability	()	\$
(c) Excess Collision, Including Tower's Liability	()	\$
(d) Excess General Average & Salvage	()	\$
(e) Excess Sue and Labor Charges	()	\$
(f) Excess Ship Repairer's Legal Liability	()	\$
(g) Excess Charterer's Legal Liability	()	\$
(h) Excess Wharfinger's and /or Safe Berth Legal Liability	()	\$
(i) Excess MOLL, P&I & MGL	(X)	\$ 10,875.00

Cancellation Notice Number of Days: 30

LIMIT: \$ 5,000,000

TOTAL COVERAGE PREMIUM: \$ 10,875.00

AMERICAN INSTITUTE CYBER EXCLUSION CLAUSE
(11/06/2015)

This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) inconsistent therewith.

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from:

1. any "malicious act" involving the use of any "computer system", "electronic data communication system", "computer virus", or process or any other electronic system; and/or
2. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
3. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section 1. above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

Definitions

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output; processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data."

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system," microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program."

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system," microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system," microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media."

“Malicious act” shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

“Personally identifiable information” shall mean information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, “personally identifiable information” does not include information which is lawfully available to the general public.

**AMERICAN INSTITUTE OF MARINE UNDERWRITERS
FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES
(January 1, 2002)**

To be attached to and form part of policy No. **SEE DEC PAGE** of the **SEE DEC PAGE**

1. Insures **SEE DEC PAGE**

(hereinafter called the Assured) against excess liabilities of the Assured as hereinafter described and subject to the terms and conditions hereinafter set forth, in respect only of the liabilities or expenses for which a premium is shown in the following schedule:

<u>SECTION</u>	<u>COVERED</u>	<u>PREMIUM</u>
(a) Excess Protection & Indemnity	SEE DEC PAGE	SEE DEC PAGE
(b) Excess Collision Liability	SEE DEC PAGE	SEE DEC PAGE
(c) Excess Collision, Including Tower's Liability	SEE DEC PAGE	SEE DEC PAGE
(d) Excess General Average & Salvage	SEE DEC PAGE	SEE DEC PAGE
(e) Excess Sue and Labor Charges	SEE DEC PAGE	SEE DEC PAGE
(f) Excess Ship Repairer's Legal Liability	SEE DEC PAGE	SEE DEC PAGE
(g) Excess Charterer's Legal Liability	SEE DEC PAGE	SEE DEC PAGE
(h) Excess Wharfinger's and/or Safe Berth Liability	SEE DEC PAGE	SEE DEC PAGE
(i) Excess SEE DEC PAGE	SEE DEC PAGE	SEE DEC PAGE

2. Period: At and from the **SEE DEC PAGE day of **SEE DEC PAGE**.**

To the **SEE DEC PAGE** day of **SEE DEC PAGE**.

Beginning and ending at **SEE DEC PAGE**.

3. LIMIT OF LIABILITY

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these Underwriters shall not be liable under this Policy for more than **SEE DEC PAGE** any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters under any individual section of this Policy exceed the Limit of Liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event.

EXCESS PROTECTION AND INDEMNITY

- (a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION

- (b) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION INCLUDING TOWER'S LIABILITY

- (c) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause incorporating tower's liability of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision and tower's liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision and/or tower's liability exceeding the amounts insured against collision and tower's liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance. These Underwriters shall not be required to indemnify the Assured under Section (b) of this policy with respect to any vessel insured under this Section (c).

EXCESS GENERAL AVERAGE AND SALVAGE

- (d) These Underwriters agree to indemnify the Assured for General Average and Salvage not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of contribution to General Average or Salvage charges, the liability under this policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

EXCESS SUE AND LABOR CHARGES

- (e) These Underwriters agree to indemnify the Assured for Sue and Labor charges not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the Vessel adopted for the purpose of ascertaining the amounts recoverable under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), the liability under this policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

EXCESS SHIP REPAIRER'S LEGAL LIABILITY

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS CHARTERER'S LEGAL LIABILITY

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS SEE DEC PAGE

- (i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the **SEE DEC PAGE** policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

GENERAL CONDITIONS

4. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the Underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
5. In the event the Assured or the underwriters on the Primary Policies elect not to appeal a judgment in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.

6. In the case of any payment made hereunder, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment made hereunder by these Underwriters shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the proportion that their respective recoveries are finally settled.
7. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this Policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underwriters or any of them of the Primary Policies or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions this Policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the primary policies and any amendments thereto at their request.
8. The term "Assured" is used severally and not collectively, but the inclusion herein of more than one Assured shall not operate to increase the liability of these Underwriters.
9. The Assured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.
10. Either these Underwriters or the Assured may cancel this insurance by giving the other **SEE DEC PAGE** days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium 30 days after attachment, or of any additional premium when due, this insurance may be cancelled by Underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, these Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.
11. This insurance shall cover only those excess liabilities specified in paragraph 1., for not exceeding the amounts specified under Limit of Liability in Column "A" below, being excess of Primary Limits specified in Column "B" below, but subject to the terms and conditions otherwise specified herein.

The listing below of Primary Policies which include risks not otherwise insured against under this Policy shall not be deemed to be an acceptance by these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self-insured retention under any Primary Policies.

**AMERICAN INSTITUTE OF MARINE UNDERWRITERS
FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES
SCHEDULE OF INSURANCE**

Carrier, Policy Number and Period	Location or Vessel	Type of Coverage	Column "A" Excess Limit of Liability	Column "B" Primary Limit of Liability
HARTFORD POL NUM TBD 07/01/2020 to 07/01/2021	400 SIERRA POINT PARKWAY, BRISBANE CA 94005	MOLL, PI & MGL	\$ 5,000,000	\$ 5,000,000