

Market Reform Contract

**UMR / Policy
No.**

B0180PN2300583

**180
HOW**

Insured:

**Bay Cities Joint Powers Insurance
Authority**

Period:

From : 01 July 2023

To: 01 July 2024

| | |
|-----------------------------------|------|
| <i>Contract Order:</i> | 100% |
| <i>No. Of Contract Documents:</i> | 1 |
| <i>Hereto Written:</i> | 100% |
| <i>Total Written:</i> | 100% |
| <i>Signing Percentage:</i> | 100% |

NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV . ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG .

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Declarations to the Contract of Insurance

THIS IS A CLAIMS-MADE AND REPORTED EXCESS LIABILITY INSURANCE POLICY. PLEASE READ CAREFULLY.

| | |
|---------------------------------|---|
| Unique Market Reference: | B0180PN2300583 |
| Type: | Excess Follow Form Liability Insurance, as more fully defined in the Policy Wording |
| 1. Named Insured: | Bay Cities Joint Powers Insurance Authority (BCJPIA) |
| Address Of Insured: | 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, USA |
| 2. Period Of Insurance: | From: 12.01 a.m. 1 st July 2023 Local Standard Time To: 12.01 a.m. 1 st July 2024 Local Standard Time At the address of the Insured shown above |
| Interest: | Arising out of the Named Insured's Operations. |
| 3. Limit Of Liability: | (a) USD 2,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such claim (b) USD 3,000,000 Aggregate for the Period of Insurance, including costs and expenses incurred in the defense or settlement of all claims Each enrolled member city's limits as described above are further limited and subject to an overall Total Master Aggregate Policy Period Limit of USD 10,000,000 |
| 4. Primary Policy: | Which in turn excess of: Primary Insurer: Employment Risk Management Authority, et al. Policy Number: As held on the file of Alliant Insurance Services, Inc. and to be made available to Insurers on request. Limit of Liability: USD1,000,000 Each occurrence less members retained limit listed in Primary Policy issued by Employment Risk Management Authority. Period: From: 1st July 2023 to: 1st July 2024 12.01 a.m. Pacific Standard Time |
| 5. Underlying Policies: | Not Applicable |

6. Premium: USD 157,740 (100%) annual

Premium Payment Terms:

Premium Payment Warranty - 623AFB00082 (amended)
IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within 45 days from inception.
Non-receipt by Underwriters of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from Inception.

7. Notice Of Claim To:

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor, San Francisco, CA 94111, USA.

&

CASnewclaims@howdengroup.com

Howden Specialty,
One Creechurch Place,
London EC3A 5AF,
United Kingdom

8. Claims Reporting Threshold:

50% or more of the Underlying Policy Limits.

9. Notice Of Election:

Janine Hudson, Claims Manager, Beazley Insurance Services, 101 California Street, Suite 2920, San Francisco, CA 94111, USA and / Or Alliant Insurance Services, Inc., 100 Pine Street, 11th Floor, San Francisco, CA 94111, USA.

Situation:

World-wide

Conditions:

Wording: LSW 1508 Follow Form wording (as expiring) - as attached.

1. NMA 2918 - War & Terrorism Exclusion.
2. NMA 1256 - Nuclear Incident Exclusion Clause.
3. NMA 1477 - Radioactive Contamination Exclusion Clause.
4. Amendatory Endorsement Leslie Pollard Claim Exclusion (as attached)
5. XII Extended Reporting Period of wording is amended to include; (as expiring)
 - 12 months at 75% additional premium,
 - 24 months at 150% additional premium; and
 - 36 months at 200% additional premium
6. IX Notice of Claim, or Circumstance That Might Lead To A Claim, 90 day claim reporting period at expiry (as per wording)
7. Retroactive Date Endorsement (as attached)
8. Arbitration Endorsement (as attached)
9. Per Member City Aggregate Sublimit Endorsement (as attached)
10. IV Limit of Liability is amended (as attached)

Conformity Clause

Wherever the words "Assured" and "Insured" appear they have the same meaning. Wherever the words "Underwriters" and "Insurers" appear they have the same meaning.

Wherever the words "this Policy" appears it shall be understood to mean "this Contract of Insurance".

Notices:

LMA9098A California Notice.

Conditions

Precedent: None – other than may exist in the policy wording.

Express

Warranties: None – other than may exist in the policy wording.

Subjectivities: None.

**Choice Of Law And
Jurisdiction:**

Service of Suit: Nominee Lloyd's America, Inc Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017

Choice of Law: California, USA.

Jurisdiction: As provided in XVI Service of Suit in the attached wording

**Taxes Payable By
Insured And
Administered By
Insurers:**

None applicable.

**Recording,
Transmitting &
Storing
Information:**

Where Howden Specialty maintains risk and claim data/information/documents Howden Specialty may hold data/information/documents electronically.

**Insurer Contract
Documentation:**

This document details the contract terms entered into by the Insurer(s), and constitutes the contract document.

For Contract changes the Contract Endorsement(s) signed by Insurer(s) shall form the evidence of changes agreed.

EXCESS LIABILITY INSURANCE POLICY

NOTICE: This coverage is provided on a Claims Made and Reported Basis.

The Underwriters agree with the **Named Assured**, in consideration of the payment of the premium and in reliance upon the statements in the application which is made a part of and attached to this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, conditions and other terms of this Insurance:

I. INSURING AGREEMENT

To pay on behalf of the **Assured** claim or claims first made against the **Assured** during the **Period of Insurance** and reported to Underwriters in accordance with Clause IX. of this Policy.

II. CONFORMANCE WITH PRIMARY POLICY

This Policy is subject to the same terms, exclusions, conditions and definitions as the **Primary Policy**, except:

- A. any 'non-renewal' or 'conditional renewal' provision (or any other similar provision) as may be contained in the **Primary Policy**, regardless of whether or not such provision forms part of a State Amendatory Endorsement;
- B. any 'liberalization' provision (or any other similar provision) as may be contained in the **Primary Policy**;
- C. any coverage provision which provides a sub-limit of liability; and
- D. as otherwise provided herein.

No amendment to the **Primary Policy** shall be effective in amending any terms, exclusions, conditions or definitions of this Policy or extending the scope of this Policy until agreed in writing or by endorsement by the Underwriters.

III. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. "**Assured**" shall mean all persons and entities insured under the **Primary Policy**.
- B. "**Named Assured**" shall mean the person or entity set forth in Item 1 of the Declarations.
- C. "**Period of Insurance**" shall mean the period set forth in Item 2 of the Declarations.
- D. "**Primary Policy**" shall mean the policy identified in Item 4 of the Declarations.
- E. "**Underlying Policies**" shall mean the policies identified in Items 4 and 5 of the Declarations.
- F. "**Underlying Policy Limits**" shall mean the combined limits of liability of the **Underlying Policies**, including costs and expenses incurred in the defense or settlement of any claim.

IV. LIMIT OF LIABILITY

- A. The Underwriters shall be liable to pay claims and costs and expenses incurred in the defense or settlement of such claims which are in excess of:
 - 1. the **Underlying Policy Limits**, plus
 - 2. the applicable retention or deductible under the **Primary Policy**

up to the Limit of Liability shown in Item 3(a) of the Declarations resulting from each claim first made against the **Assured**.

- B. The amount shown in Item 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the Underwriters under this Policy.

V. ATTACHMENT PROVISION

Liability to pay under this Policy shall not attach unless and until the insurers of the **Underlying Policies** shall have paid or have admitted liability or have been held liable to pay, the full amount of the **Underlying Policy Limits**.

VI. MAINTENANCE OF UNDERLYING POLICIES

It is a condition of this Policy that the **Underlying Policies** shall be maintained in full effect during the **Period of Insurance** except for any reduction of the **Underlying Policy Limits** solely by payment of any claims or costs and expenses incurred in the defense or settlement of such claims. If this condition is breached then this Policy shall automatically and immediately terminate with effect from the date when the **Underlying Policies** cease to be maintained or are deemed to have ceased to be maintained.

In the event the insurer under one or more of the **Underlying Policies** fails to pay any claim or costs and expenses incurred in the defense or settlement of such claim as a result of the insolvency, bankruptcy or liquidation of said insurer, then the **Assured** shall be deemed self-insured for the amount of the limit of liability of said insurer which is not paid as a result of such insolvency, bankruptcy or liquidation.

VII. REDUCTION / EXHAUSTION OF THE UNDERLYING POLICIES

If by reason of the payment of any claims or costs and expenses incurred in the defense or settlement of such claims by the insurers of the **Underlying Policies**, the amounts of the **Underlying Policy Limits** are:

- A. partially reduced, then this Policy shall apply in excess of the reduced amounts of the **Underlying Policy Limits**; or
- B. totally exhausted, then this Policy shall continue in force as primary insurance; provided, however that this Policy shall only pay in excess of the retention or deductible applicable to the **Primary Policy**, which shall be applied to any subsequent claim in the same manner as specified in the **Primary Policy**.

VIII. RETROACTIVE LIMITATION

The coverage under this Policy does not apply to any claim arising out of or resulting from any negligent act, error or omission (or arising out of conduct covered in the **Primary Policy**) committed prior to the inception date of this Policy:

- A. if any **Assured** on or before the inception date knew or could have reasonably foreseen that such negligent act, error or omission (or conduct covered in the **Primary Policy**) might be expected to be the basis of a claim; or
- B. in respect of which any **Assured** has given notice of a circumstance which might lead to a claim to the insurer of any other policy in force prior to the inception date of this Policy.

IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

All claims and circumstances that might lead to a claim reported under the **Primary Policy** must be reported to the Underwriters in writing via the entity named in Item 7 of the Declarations before the end of the **Period of Insurance** or any additional claims reporting period granted by the **Primary Policy** provided such additional claims reporting period is no greater than 90 days. However, the

Assured must provide immediate written notice to the Underwriters via the entity named in Item 7 of the Declarations of any claim made against the **Assured** where the **Assured** or the **Assured's** defense counsel evaluates the potential liability of all claims plus costs and expenses incurred in the defense or settlement of such claims at an amount equal to or greater than the amount set forth in Item 8 of the Declarations.

X. CONDITIONS

- A. In the event of a claim arising to which the Underwriters hereon may be liable to contribute, no costs or expenses shall be incurred on their behalf without their written consent being first obtained (such consent not to be unreasonably withheld). No settlement of a claim shall be effected by the **Assured** for such a sum as will involve this Policy without the written consent of the Underwriters hereon.
- B. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied first to subrogation expenses, second to claims or costs and expenses incurred in the defense or settlement of such claims by the Underwriters hereon, third to claims or costs and expenses incurred in the defense or settlement of such claims by the insurers of the **Underlying Policies**, and fourth to the applicable retention or deductible under the **Primary Policy**. Provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the **Assured's** ultimate net loss has been finally ascertained.
- C. If the **Assured** shall profer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- D. By acceptance of this Policy, the **Assured** agrees the Underwriters may at their own discretion and expense retain counsel to associate in the defense or settlement of any claim and to cooperate with such counsel.

XI. CANCELLATION

- A. This Policy may be cancelled by the **Named Assured** by surrender thereof to the Underwriters or by mailing to the Underwriters written notice stating when thereafter the cancellation shall be effective.
- B. This Policy may be cancelled by the Underwriters by mailing to the **Named Assured** written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Named Assured** has failed to pay a premium when due this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the **Named Assured** stating when, not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Period of Insurance**.
- C. If the **Named Assured** cancels this Policy, earned premium shall be computed in accordance with the attached short rate table and procedure. If the Underwriters cancel this Policy, earned premium shall be computed pro rata. Payment or tender of unearned premium is not a condition of cancellation.

XII. EXTENDED REPORTING PERIOD

- A. Notwithstanding anything contained in any 'extended reporting period', 'optional extended reporting period' or 'automatic extended reporting period' (or any other similar provision) of the **Primary Policy**, in the event of cancellation or non-renewal of this Policy by the Underwriters, the **Named Assured** shall have the right, upon payment in full of 100% of the Premium set forth in Item 6 of the Declarations to have issued an endorsement providing a 12 month Extended Reporting Period for any claim or claims first made against the **Assured** and reported to the Underwriters during the Extended Reporting Period arising out of any negligent act, error or omission (or arising out of conduct covered in the **Primary Policy**) committed prior to the effective date of such cancellation or non-renewal and otherwise covered by this Insurance.

- B. In order for the **Named Assured** to invoke the Extended Reporting Period, the **Named Assured** must:
1. pay the additional premium for the Extended Reporting Period to the Underwriters within 30 days of the non-renewal or cancellation of this Policy, and
 2. purchase an extended reporting period under all **Underlying Policies**:
 - (i) for a period of no less than 12 months from the cancellation or non-renewal date of this Policy, and
 - (ii) with no reduction of the **Underlying Policy Limits** except for any reduction solely by payment of any claims or costs and expenses incurred in the defense or settlement of such claims.
- C. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the **Period of Insurance**.
- D. The quotation by the Underwriters of a different premium or retention or deductible or limit of liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew.
- E. The right to the Extended Reporting Period shall not be available to the **Named Assured** where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of the **Assured** to pay such amounts in excess of the Limit of Liability or within the amount of the applicable retention or deductible or failure of the **Assured** to comply with the terms and conditions of this Policy.
- F. At the commencement of the Extended Reporting Period the entire premium shall be deemed fully earned and in the event the **Assured** terminates the Extended Reporting Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Extended Reporting Period.
- G. All notices and premium payments with respect to the Extended Reporting Period shall be directed to the Underwriters through the entity named in Item 9 of the Declarations.

XIII. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XIV. TITLES OF PARAGRAPHS

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference. Such titles are not deemed in any way to limit, expand or define the provisions to which they relate and are not part of this Policy.

XV. WARRANTY BY THE ASSURED

By acceptance of this Policy, the **Assured** agrees and warrants that the statements contained in the application and any supplemental materials submitted therewith are their agreements, warranties and representations, that they shall be deemed material to the risk assumed by Underwriters, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Assured** or its agent in the application or any supplemental materials submitted therewith will render the Policy null and void and relieve the Underwriters from all liability under the Policy.

XVI. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due under this Insurance, the Underwriters hereon, at the request of the **Assured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the persons named in Item 10 of the Declarations, and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The persons named in Item 10 of the Declarations is authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the **Assured** to give a written undertaking to the **Assured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Assured** or any beneficiary hereunder arising out of this Policy, and hereby designate the persons named in Item 10 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XVII. CHOICE OF LAW

Any dispute concerning the interpretation of this Policy shall be governed by the laws of the state designated in Item 11 of the Declarations.

XVIII. SHORT RATE CANCELLATION TABLE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Named Assured** the Earned Premium shall be computed as follows:

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:

| Days Insurance in Force | Per cent. of One Year Premium | Days Insurance in Force | Per cent. of One Year Premium |
|-------------------------|-------------------------------|-------------------------|-------------------------------|
| 1 - 73 | 30 | 206 - 209 | 66 |
| 74 - 76 | 31 | 210 - 214 (7 months) | 67 |
| 77 - 80 | 32 | 215 - 218 | 68 |
| 81 - 83 | 33 | 219 - 223 | 69 |
| 84 - 87 | 34 | 224 - 228 | 70 |
| 88 - 91 (3 months) | 35 | 229 - 232 | 71 |
| 92 - 94 | 36 | 233 - 237 | 72 |
| 95 - 98 | 37 | 238 - 241 | 73 |
| 99 - 102 | 38 | 242 - 246 (8 months) | 74 |
| 103 - 105 | 39 | 247 - 250 | 75 |
| 106 - 109 | 40 | 251 - 255 | 76 |
| 110 - 113 | 41 | 256 - 260 | 77 |
| 114 - 116 | 42 | 261 - 264 | 78 |
| 117 - 120 | 43 | 265 - 269 | 79 |
| 121 - 124 (4 months) | 44 | 270 - 273 (9 months) | 80 |
| 125 - 127 | 45 | 274 - 278 | 81 |
| 128 - 131 | 46 | 279 - 282 | 82 |
| 132 - 135 | 47 | 283 - 287 | 83 |
| 136 - 138 | 48 | 288 - 291 | 84 |
| 139 - 142 | 49 | 292 - 296 | 85 |
| 143 - 146 | 50 | 297 - 301 | 86 |
| 147 - 149 | 51 | 302 - 305 (10 months) | 87 |
| 150 - 153 (5 months) | 52 | 306 - 310 | 88 |
| 154 - 156 | 53 | 311 - 314 | 89 |
| 157 - 160 | 54 | 315 - 319 | 90 |
| 161 - 164 | 55 | 320 - 323 | 91 |
| 165 - 167 | 56 | 324 - 328 | 92 |
| 168 - 171 | 57 | 329 - 332 | 93 |
| 172 - 175 | 58 | 333 - 337 (11 months) | 94 |
| 176 - 178 | 59 | 338 - 342 | 95 |
| 179 - 182 (6 months) | 60 | 343 - 346 | 96 |
| 183 - 187 | 61 | 347 - 351 | 97 |
| 188 - 191 | 62 | 352 - 355 | 98 |
| 192 - 196 | 63 | 356 - 360 | 99 |
| 197 - 200 | 64 | 361 - 365 (12 months) | 100 |
| 201 - 205 | 65 | | |

B. For Insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any claim or any circumstance that could reasonably be the basis for a claim is reported to the Underwriters under this Policy on or before such date of cancellation.

4/05
LSW1508

War And Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01

NMA2918

Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) 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
 - (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the

operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

NMA1256

Radioactive Contamination Exclusion Clause – Liability – Direct (USA)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477

Amendatory Endorsement Leslie Pollard Claim Exclusion

It is understood and agreed that there is no coverage for any Claims arising out of, based upon or attributable to LESLIE POLLARD.

All other terms, clauses and conditions remain unchanged.

Retroactive Endorsement

Notwithstanding any other provision contained in the Policy of the Primary Insurers, no coverage under this Policy is provided on an occurrence basis, and this Policy shall only pay on behalf of the Assured claim or claims first made against the Assured during the Period of Insurance for wrongful acts committed on or after the applicable retroactive date specified below and otherwise covered by this Policy.

Retroactive Dates

USD 1,000,000,000 xs USD 1,000,000 = 1st July 2006

USD 1,000,000,000 xs USD 2,000,000 = 1st July 2007

All other terms, clauses and conditions remain unchanged.

Arbitration Endorsement

Notwithstanding the Service of Suit condition above, in the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) Arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and of the arbitration. The arbitration proceeding shall take place in or in the vicinity of California. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

All other terms, clauses and conditions remain unchanged.

Per Member City Aggregate Sublimit Endorsement

It is understood and agreed that this policy provides each enrolled member city with the following limits of liability:

USD2,000,000 Each Insured Event

- * USD3,000,000 Total Aggregate Policy Period Limit
- * Each enrolled member city's limits as described above are further limited and subject to an overall Total master Aggregate Policy Period Limit of USD10,000,000
- * We will not pay more than USD10,000,000 in Loss Amounts under this policy, regardless of the Number of claims made against any and all enrolled member cities.

All other terms, clauses and conditions remain unchanged.

Limit of Liability Amendment

It is hereby noted and agreed that the Section IV. LIMIT OF LIABILITY of this Policy is amended to read as follows:

IV. LIMIT OF LIABILITY

A. The Underwriters shall be liable to pay claims and costs and expenses incurred in the defense or settlement of such claims which are in excess of:

1. the **Underlying Policy Limits**, plus
2. the applicable retention or deductible under the **Primary Policy**, unless already included within the **Underlying Policy Limits**

up to the Limit of Liability shown in Item 3(a) of the Declarations resulting from each claim first made against the **Assured**.

B. The amount shown in Item 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the Underwriters under this Policy.

All other terms, clauses and conditions remain unchanged.

Additional Named Insured

The following members are added as 'Additional Named Insured's' under this policy:

| | |
|--|----------------------|
| City of Albany | City of Piedmont |
| Albany JPA | City of Pleasanton |
| City of Brisbane | Pleasanton Fire |
| City of Emeryville | Town of San Anselmo |
| City of Emeryville (MESA) | City of Sausalito |
| Town of Fairfax | Town of Tiburon |
| City of Larkspur | City of Los Altos |
| City of Menlo Park | City of Union City |
| City of Mill Valley | City of Novato |
| Central Marin Police Authority Formerly Known as Twin Cities Police Authority | Town of Corte Madera |

All other terms, clauses and conditions remain unchanged.

Information Section:

The following Information was provided to insurer(s) to support the assessment of the risk at the time of underwriting.

Payroll - \$384,402,591

Insurer's Liability: **LMA 3333**

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order Hereon: 100% of 100%

Basis of Written Lines: Percentage of whole.

Signing Provisions:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

Written Lines:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

Signed Lines:

Written Lines:



SUBSCRIPTION AGREEMENT SECTION

Slip Leader: Lloyd's Syndicate AFB 2623 / 623.

Basis of Agreement to Contract Changes: GUA (February 2014) with Non Marine Schedule (October 2001).

Other Agreement Parties for Contract Changes, for Part 2 GUA Changes Only: Part 2 changes may be agreed by Slip Leader only.

Any amendments extending "beyond 5 days" the settlement due dates shown in any Premium Payment Warranty, Premium Payment Condition, or LSW 3000 (as applicable to this contract) to be agreed by Slip Leader only, if required. All Insurers hereon will receive electronic transmission from Howden Specialty.

When required to do so by the Slip Leader only, Howden Specialty will provide details of agreed endorsements to following Insurers. If required, electronic transmission may be used by Howden Specialty for providing details of agreed endorsements, contractual changes or information to following Insurers as necessary.

Wherever practicable, between Howden Specialty and each (re)insurer which have at any time the ability to send and receive ACORD messages:

1. Howden Specialty agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform;
2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant (re)insurer agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform;
3. where a (re)insurer has requested to receive notification of any contract change Howden Specialty agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform.

Agreement Parties for Contract Changes, for Their Proportion Only: None.

Basis of Claims Agreement: Claims to be managed in accordance with

- i) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.
- ii) IUA claims agreement practices.
- iii) The practices of any company(ies) electing to agree claims in respect of their own participation.

Claims Agreement Parties:

 i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is: _____, if this is not completed, and there is Lloyd's participation of more than one Lloyd's syndicate, then the 2nd Lloyd's Syndicate which appears on the Security Details section shall be 'the second Lloyd's Syndicate'.

 ii) For IUA Companies

Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below.

 iii) Those companies that have specifically elected to agree claims in respect of their own participation. *None, unless completed here.*

 iv) For Non Bureau Companies

All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

Claims Administration:

Howden Specialty and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS.

Rules and Extent of Any Other Delegated Claims Authority:

None.

Expert(s) Fees Collection:

Howden Specialty to collect fees.

Settlement Due Date:

15th August 2023

Bureau Arrangements:

Xchanging Ins-sure Services are authorised to sign premium from individual cedants / territories separately as and when received by Howden Specialty.

Premium payment requirements deemed met by presentation of premium / accounts to Ins-sure or Underwriters hereon as applicable on or before the Settlement Due Date(s) which deemed to be in compliance with Settlement Due Date(s) and will therefore not be recorded as a late signing or payment.

Where a Premium Payment Condition or Premium Payment Warranty requires payment by a date which is later than the Settlement Due Date, the Settlement Due Date is deemed to have been amended and shall be the same as the Premium Payment Condition or Premium Payment Warranty due date.

If Settlement Due Date (SDD) or any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, presentation to Xchanging Ins-sure Services or Underwriters hereon as applicable on the next working day will be deemed in compliance with SDD, PPW or PPC.

Non-Bureau Arrangements:

None.

FISCAL AND REGULATORY SECTION

Tax Payable by Insurer(s): None applicable.

Country of Origin: United States of America.

Overseas Broker: Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor,
San Francisco,
CA 94111,
USA.

Surplus Lines Broker: Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor,
San Francisco,
CA 94111,
USA.

Surplus Lines License No. 0C36861.

State of Filing: California.

US Classification: US Surplus Lines.

Allocation of Premium to Coding: 100% - D6.

Regulatory Client Classification: Commercial - Large Risk.

Regulatory Risk Location: United States of America

BROKER REMUNERATION & DEDUCTIONS SECTION

Fee Payable by Client?: No fee payable to Howden Specialty.

Total Brokerage: 20.00%

Other Deductions from Premium: None.