



SR-24-171 - Attachment 1

# Alameda-Contra Costa Transit District

2024 – 2025

## Excess Liability Insurance Proposal

Presented on April 12, 2024 by:

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## Your Service Team

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## Named Insured / Additional Named Insureds

### **Alameda-Contra Costa Transit District**

AC Transit Financing Corporation

Alameda-Contra Costa Transit District Employee's Pension Plan

Friends of AC Transit

All Subsidiaries of Alameda Contra Costa Transit District, and any companies which are under management and operating control of Alameda Contra Costa Transit District or its subsidiaries, and any partnership or Joint Venture under management and operating control of Alameda Contra Costa Transit District or its subsidiaries, unless specifically excluded

### **Additional Named Insured(s)**

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#### **NAMED INSURED DISCLOSURE**

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Premium Summary

2023-2024 Bound			
Layer		Limit	Total Premium, Terrorism and SL T&F's
1	Munich Re	AL: 2M x 2M SIR GL: 3M x 1M SIR	\$ 2,729,524
2	Lexington	5M X 4M	\$ 3,643,965
3	Lloyd's (Hiscox 100%)	3M X 9M	\$ 1,134,980
4	AWNAC	6M X 12M	\$ 1,511,587
5	Berkley National	7M X 18M	\$ 1,212,000
6	Canopious/Apollo/MAP	3m X 25M	\$ 383,830
7	50% Aspen / 50% Argo	10M X 28M	\$ 1,021,482
8	50 % Convex / 50% Ascot BDA	5M X 38M	\$ 464,310
9	Lloyd's (Inigo & Arcadian) Lloyds' 33% Ark (Self-Procure)	5M X 43M	\$ 459,495
		5M X 48M	\$ 229,748
TOTALS		53M	\$ 12,790,919

2024-2025 Proposed											
Layer		Limit	Aggregate Limits	Premium	Terrorism Surcharge	Surplus Lines Taxes & Fees 3.18%	Total Premium and SL T&F's	% Change From Prior	\$ Change From Prior		
1	Munich Re	AL: 2M x 2M SIR GL: 3M x 1M SIR	AL: N/A GL (incl EBL/LEL): 2x SML: 2x Wrongful Acts: 2x Misc Prof: 2x	\$ 2,858,778	\$ 58,342	\$ 92,764.42	\$ 3,009,884.42	10.27%	\$ 280,361		
2	Lexington	5M X 4M	AL: N/A 2x PCO 2x All other combined	\$ 3,855,797	\$ 38,558	\$ 123,840.49	\$ 4,018,195.49	10.27%	\$ 374,231		
3	Lloyd's (Hiscox 100%)	3M X 9M	AL: N/A 2x Where Applicable	\$ 1,208,790	\$ 12,210	\$ 38,827.80	\$ 1,259,827.80	11.00%	\$ 124,848		
4	AWNAC	6M X 12M	AL: N/A 2x Where Applicable	\$ 1,633,000	\$ 17,000	\$ 52,470.00	\$ 1,702,470.00	12.63%	\$ 190,883		
5	Berkley National	7M X 18M	AL: N/A 2x Where Applicable	\$ 1,340,000	\$ 13,400	\$ -	\$ 1,353,400.00	11.67%	\$ 141,400		
6	Canopious/Apollo/MAP	3m X 25M	AL: N/A 2x Where Applicable	\$ 406,950	\$ 4,110	\$ 13,071.71	\$ 424,131.71	10.50%	\$ 40,302		
7	50% Aspen / 50% Argo (SML & Misc Professional Excluded)	10M X 28M	AL: N/A 1x Where Applicable (*See Note below)	\$ 1,059,300	\$ 10,700	\$ 34,026.00	\$ 1,104,026.00	8.08%	\$ 82,544		
8	50 % Convex / 50% Ascot BDA (SML & Misc Professional Excluded)	5M X 38M	AL: N/A 1x Where Applicable (*See Note below)	\$ 480,150	\$ 4,850	\$ 15,423.00	\$ 500,423.00	7.78%	\$ 36,113		
9	Lloyd's (Inigo & Arcadian) (SML & Misc Professional Excluded)	5M X 43M	AL: N/A 1x Where Applicable (*See Note below)	\$ 468,600	\$ 4,733	\$ 15,052.00	\$ 488,385.33	6.29%	\$ 28,891		
	Lloyd's 33% Ark (Self-Procure) (SML & Misc Professional Excluded)	5M X 48M		\$ 234,300	\$ 2,367	\$ 7,526.00	\$ 244,192.67	6.29%	\$ 14,445		
TOTALS		53M		\$ 13,545,665	\$ 166,270	\$ 393,001.41	\$ 14,104,936.41	10.27%	\$ 1,314,017		

Renewal Notes:

\*An additional 1x Agg available via a reinstatement provision at a 120% AP. Layer-9 quoted at 125% AP, but BMS trying to get to 120% at binding.

## Layer 1 – Excess Liability - \$3M GL & \$2M AL x 1M GL SIR & \$2M AL SIR

Insurance Company	Princeton Excess & Surplus Lines Ins. Co. (Munich)
A.M. Best Rating	A+, XV
Standard & Poor's Rating	AA-
CA Status	Non-Admitted
Coverage Term	April 26, 2024 to April 26, 2025

### Limits

	Limits	Annual Aggregate Limit
Auto Liability (AL) per Accident	\$ 2,000,000	\$ N/A
General Liability (GL) per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (Retro Date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)		\$ 1,000,000 GL
		\$ 2,000,000 AL

Premium	\$ 2,858,778.00	
Terrorism Optional	\$ 58,342.00	
	\$ 87,513.60	Surplus Lines Tax
	\$ 5,250.82	Stamping Fee
	<b>\$ 3,009,884.42</b>	<b>Total Annual Cost</b>

Minimum Earned Premium 25 %



## Endorsements & Exclusions (including by not limited to)

Forms	Endorsements
RL 1000 CDEC 1021	Policy Declarations
RL 1000 S 1021	Schedule of Forms and Endorsements
RL 1000 LDEC 1021	Liability Coverage Parts Declarations
RL 1000 PC 1021	Policy Conditions
RL 1000 LC 1021	Liability Claim Administration, Exclusions, Conditions & Definitions
RL 1000 GLOC 1021	General Liability Coverage Part- Occurrence (OCC)
RL 1000 AU 1021	Automobile Liability – Coverage Part
RL 1000 WROC 1021	Wrongful Acts Liability Coverage Part – Occurrence
RL 1000 MPOC 1021	Misc. Professional Liability Coverage Part – Occurrence
RL 2012 1021	Fire Damage Liability
RL 2028 1021	Ultimate Net Loss Amendment
RL 2031 1021	Employee Benefits Liability (GL CM)
RL 2032A 1021	Retained Limit Policy Changes – Schedule of Named Insureds
RL 2032C 1021	Retained Limit Policy Changes – Notice of Cancellation Revision – 90 Days
RL 2032D 1021	Retained Limit Policy Changes – Retained Limit – Other Insurance
RL 2032E 1021	Retained Limit Policy Changes – Amend Definition of Insured
RL 2032F 1021	Retained Limit Policy Changes – Sublimit – Front or Back Pay Coverage
RL 2050 1021	Service of Suit
RL 2067 1021	Minimum Premium
RL 2097 1021	Sexual Abuse
RL 2124 1021	Additional Insured – Designated Person or Organization
RL 2173 1021	Cyber Bodily Injury Coverage – Limited
RL 2174 1021	Traumatic Event Response
RL 2191 1021	Law Enforcement.
RL VTERR 1019	Cap on Losses Certified Acts of Terrorism (if terrorism is selected)
VL ES 21 01 0322	Violation of Economic or Trade Sanctions
IL P 001 0104	US Treasury Dept's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
RL 2032B 1021	Retained Limits Policy Changes – Time Element Pollution Exclusion
RL 2023G 1021	Retained Limits Policy Changes – Land or Earth Movement Exclusion
RL 2032 1021	Amendment – Auto Liability
RL 2177 1021	Mold/Fungal Pathogens Exclusion
RL 2177 1021	Communicable Disease Exclusion
RL CTERR 01 1019	Terrorist Activity Exclusion (if terrorism is rejected)
RL 2193 0522	PFAS Chemicals Exclusion

Quote Valid Until April 26, 2024

Policy Auditable Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign Terrorism Notice
- Sign D1
- AC Transit have \$10,000 Risk Management Funds available

**See Disclaimer Page for Important Notices and Acknowledgement**



## Layer 2 - Excess Liability - \$5M x \$3M x SIR

<b>Insurance Company</b>	<b>Lexington Insurance Company</b>
A.M. Best Rating	A, XV
Standard & Poor's Rating	A
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
General Aggregate	\$ 10,000,000
Products & Completed Ops Aggregate	\$ 5,000,000

### Underlying Coverage

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)	\$ 1,000,000 for GL \$ 2,000,000 for Auto	
Policy Premium	\$ 3,855,797.00	
Terrorism Optional	\$ 38,558.00	
	\$ 116,830.65	Surplus Lines Tax
	\$ 7,009.84	Stamping Fee
	<b>\$ 4,018,195.49</b>	<b>Total Annual Cost</b>

Minimum Earned Premium 25 %

## Endorsements & Exclusions (including by not limited to)

LX0029 (11/20)	FF XS Liability Pol Dec (Dual Trig)
LX0030 (11/20)	FF XS Liability Pol (Dual Trig)
LX4427 (08/13)	Economic Sanctions Endorsement
LX4268 (03/22)	Indiana Amendatory Endorsement
LX0012 (03/20)	Communicable Disease Exclusion
125595(03/20)	Federal Share of Comp-TRIA
LX0404	Notice of Occurrence, Wrongful Act, Claim or Suit Endorsement
LX0001 (10/19)	Excess Access or Disclosure with BI exception – SIR
LX4450 (08/16)	Violation of Communication
LX9827 (01/05)	Terrorism Premium Charge Endorsement
LEXCME077 (03/86)	Minimum Earned Premium
LEXCME081 (09/02)	No Fault/UNINS Motor/PI Exclusion
144613 (04/22)	Territory Restriction Endorsement
LX80088 (02/22)	PER- and PFAS Exclusion
LX0003 (10/19)	Exclusion – Access or Disclosure of Confidential or Personal Info and Data related Liability Endorsement
XSFF LMA 0218 (04/19)	Paratransit Retained Amount Endorsement
XSFF LMA 0217 (04/19)	Exclusion – Sexual Abuse – Paratransit
LX8703 (05/11)	Crisis Response Coverage Endorsement
LX8009 (12/06)	Schedule of Underlying Insurance
LX4275 (01/15)	TRIA Disclosure Notice
118920	Broker Responsible Agreement

Quote Valid Until April 26, 2024

Policy Auditable Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign D1
- Sign Terrorism Form

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 3 - Excess Liability - \$3M x \$8M x SIR

Insurance Company	Certain Underwrites at Lloyd's, London (Hiscox 100%)
A.M. Best Rating	A, XV
Standard & Poor's Rating	A
CA Status	Non-Admitted
Coverage Term	April 26, 2024 to April 26, 2025

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate Limit	\$ 6,000,000

### Underlying Coverage

Carrier: Lexington Insurance Co.  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
General Aggregate	\$ 10,000,000
Products & Completed Ops Aggregate	\$ 5,000,000

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)	\$ 1,000,000 for GL	
	\$ 2,000,000 for Auto	

Policy Premium	\$	1,208,790.00	
Terrorism	\$	12,210.00	
	\$	36,630.00	Surplus Lines Tax
	\$	2,197.80	Stamping Fee
	<b>\$</b>	<b>1,259,827.80</b>	<b>Total Annual Cost</b>

Minimum Earned Premium 25 %

### **Endorsements & Exclusions** (including by not limited to)

Follow Form Excess Policy

NMA 2419 Lines Clause

Schedule of Underlyings

Indiana Amendatory Endorsement

Territory Restriction Endorsement

Absolute Sexual Abuse or Molestation Exclusion for Paratransit Services

Notice of Occurrence Wrongful Act, Claim or Sit Endorsement

No Fault, Uninsured Motorist, Personal Injury Protection Exclusion

Communicable Disease Exclusion

LMA 3100 Economic or Trade Sanction Endorsement

Credit Rating Downgrade Endorsement

LMA 5473 Cyber Exclusion

LMA 5020 Service of Suit namely Foley and Lardner LLP

US Terrorism Risk Insurance Act (TRIA) is provided under this Insurance and the LMA 5389 is to apply

Premium Payment Clause (LSW3001)

Notice of Occurrence/Reporting of Losses Endorsement

Quote Valid Until April 26, 2024

Policy Auditable Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign D1

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 4 - Excess Liability - \$6M x \$11M x SIR

<b>Insurance Company</b>	<b>Allied World National Assurance Company</b>
A.M. Best Rating	A, XV
Standard & Poor's Rating	A-
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate, where applicable	\$ 12,000,000

### Underlying Coverage

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Complete Operations Aggregate	\$ 3,000,000
General Aggregate Limit	\$ 6,000,000

Carrier: Lexington Insurance Co.  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
General Aggregate	\$ 10,000,000
Products & Completed Ops Aggregate	\$ 5,000,000

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000

Self-Insured Retention (SIR)

\$ 1,000,000 for GL

\$ 2,000,000 for Auto

\$	1,633,000.00	Policy Premium
\$	17,000.00	Terrorism Optional
\$	49,500.00	Surplus Lines Tax
\$	2,970.00	Stamping Fee
<hr/>		
\$	<b>1,702,470.00</b>	<b>Total Annual Cost</b>

Minimum Earned Premium

35 %

**Endorsements & Exclusions** (including by not limited to)

Form # / Edition	Title
GL 00140 00 (12/11)	Declarations
00136 (11/05)	U.S Treasury Department's office of Foreign Assets Control ("OFAC")
00196 (11/05)	Crisis Response Exclusion
00241 (11/05)	Asbestos Exclusion
00275 (01/12)	Service of Suit
GL 00117 00 (01/15)	Policyholder disclosure Statement Under the Terrorism Risk Insurance Act
GL 00323 00 (05/09)	Schedule of Underlying Insurance
GL 00328 00 (07/22)	Uninsured/Underinsured Motorists Coverage Endorsement
GL 00366 00 (09/11)	Follow-Form Other Aggregate Limit
GL 00390 00 (07/13)	Claims Reporting Amendment (Amendment of Condition F.)
GL 00621 00 (07/20)	Communicable Disease and Infectious Exclusion
GL 00717 00 (07/22)	Perfluoroalkyl or Polyfluoroalkyl Substance (PFAS) Exclusion
GL 00731 00 (04/23)	Biometric Identifiers Biometric Information and Data Privacy Exclusion
IL 00017 04 (11/08)	California – Suits Involving a Surplus Lines Broker - Remedies

Quote Valid Until

April 26, 2024

Policy Auditable

Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign D1
- Sign Terrorism Form

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 5 - Excess Liability - \$7M x \$17M x SIR

<b>Insurance Company</b>	<b>Berkley National Insurance</b>
A.M. Best Rating	A+, XV
Standard & Poor's Rating	A+
CA Status	Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 7,000,000
Aggregate Limit, where applicable	\$ 14,000,000

### Underlying Coverage

Carrier: Allied World National Assurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate, where applicable	\$ 12,000,000

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
Aggregate Limit, where applicable	\$ 6,000,000

Carrier: Lexington Insurance Co.  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
General Aggregate	\$ 10,000,000
Products & Completed Ops Aggregate	\$ 5,000,000



## Underlying Coverage – continued

Carrier: The Princeton Excess & Surplus Lines Ins. Co.

Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)	\$ 1,000,000 for GL \$ 2,000,000 for Auto	
Policy Premium	\$ 1,340,000.00	
Terrorism Optional	\$ 13,400.00	
	<b>\$ 1,353,400.00</b>	<b>Total Annual Cost</b>

Minimum Earned Premium 25 %

## Endorsements & Exclusions (including by not limited to)

Berkley National Insurance Company shall follow Lexington Insurance Company terms and conditions but shall otherwise attach the following to the policy:

BCIM0300 1113	Biometric Identifiers, Biometric Information and Data Privacy Exclusion
BCIM0300 1113	Policy Changes Perfluoroalkyl and Polyfluoroalkyl Substances Exclusion
CEX0001 0314	Commercial Excess Liability Policy Declarations
BCIM0000 1113	Forms and Endorsement Schedule
BCIM0001 0821	Claim Notice
BCIM0002 1113	Schedule of Underlying Policies
BCIM0007 1113	Asbestos Exclusion
BCIM0063 1113	War Exclusion
BCIM0018 1113	Crisis Response & Crisis Communication Management Insurance
BCIM0040 1113	ERISA Exclusion
BCIM0060 1113	Lead Exclusion
BCIM0062 1113	Sub-Limited Coverage Exclusion

## Endorsements & Exclusions (including by not limited to) – Continued

BCIM0080 11 13	Cyber Liability Exclusion
BCIM0083 1113	Defense Settlement Follow Form
BCIM0097 1113	Exclusion for Mold and Other Naturally-Occurring Contaminants
BCIM0226 1113	Following Form Underlying Aggregates
BCIM0318 1113	Earlier Notice of Cancellation Provided by Us 90 Days
CX 21 01 09 08	Nuclear Energy Liability Exclusion Endorsement
CX 21 17 04 13	Exclusion – Communicable Disease
CX 27 00 09 08	Underlying Claims-Made Coverage (4/1/1999 as Respects Employee Benefits)
BCIM0742 0516	Exclusion – Access or Disclosure of Confidential or Personal
BCIM0500 0415	TRIA Premium Disclosure Notice
CX 21 31 01 15	Exclusion of other Acts of Terrorism Committed Outside the US
CX 21 36 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CX 02 26 09 12	California Changes – Cancellation and Nonrenewal
IL 00 17 11 98	Common Policy Conditions
CX 00 01 04 13	Commercial Excess Liability Coverage Form
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control
IL DS 77 00 BLNS 08 19	Signature Page

Quote Valid Until April 26, 2024

Policy Auditable Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign Terrorism Form

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 6 - Excess Liability - \$3M x \$25M x SIR

<b>Insurance Company</b>	<b>Certain Underwriters at Lloyd's, London (Canopius/Apollo/MAP)</b>
A.M. Best Rating	A, XV
Standard & Poor's Rating	A-
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

### Underlying Coverage

Carrier: Berkley National Insurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 7,000,000
Aggregate Limit, where applicable	\$ 14,000,000

Carrier: Allied World National Assurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate, where applicable	\$ 12,000,000

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
Aggregate Limit, where applicable	\$ 6,000,000

Carrier: Lexington Insurance Co.  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
General Aggregate	\$ 10,000,000
Products & Completed Ops Aggregate	\$ 5,000,000

## Underlying Coverage – Continued

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)	\$ 1,000,000 for GL \$ 2,000,000 for Auto	
Policy Premium	\$ 406,950.00	
Terrorism	\$ 4,110.00	
	\$ 12,331.80	Surplus Lines Tax
	\$ 739.91	Stamping Fee
	<b>\$ 424,131.71</b>	<b>Total Annual Cost</b>
Minimum Earned Premium	35 %	

## Endorsements & Exclusions (including by not limited to)

Follow From Excess Liability Policy Form  
NMA 2419 Lines Clause  
Schedule of Underlyings  
Indiana Amendatory Endorsement  
Territory Restriction Endorsement  
Absolute Sexual Abuse or Molestation Exclusion for Paratransit Services  
Notice of Occurrence Wrongful Act, Claim or Suit Endorsement  
No Fault, Uninsured Motorist, Personal Injury Protection Exclusion  
Communicable Disease Exclusion

LMA 3100 Economic or Trade Sanction Endorsement

Credit Rating Downgrade Endorsement

LMA 5473Cyber Exclusion

LMA 5020 Service of Suit naming Lloyd's America Inc.

Notice of Occurrence/Reporting of Losses Endorsement

U.S. Terrorism Risk Insurance Act (TRIA) is provided under this insurance and LMA 5389 is to apply

Premium Payment Clause (LSW3001)

LMA9136 California Complaints Notices

LMA9029 California Surplus Lines Notices 1

LSW1135B Lloyd's Privacy Statement

Policy Auditable	Not subject to audit
<p>1. The company's financial statements are audited by an independent auditor.</p> <p>2. The company's internal controls are audited by an independent auditor.</p> <p>3. The company's compliance with applicable laws and regulations is audited by an independent auditor.</p> <p>4. The company's environmental impact is audited by an independent auditor.</p> <p>5. The company's social and human rights impact is audited by an independent auditor.</p> <p>6. The company's data privacy and security is audited by an independent auditor.</p> <p>7. The company's anti-corruption and bribery measures are audited by an independent auditor.</p> <p>8. The company's labor practices are audited by an independent auditor.</p> <p>9. The company's product safety and quality is audited by an independent auditor.</p> <p>10. The company's intellectual property protection is audited by an independent auditor.</p>	<p>1. The company's management and governance structure.</p> <p>2. The company's business strategy and objectives.</p> <p>3. The company's risk management framework.</p> <p>4. The company's information management system.</p> <p>5. The company's human resources management system.</p> <p>6. The company's procurement and supply chain management system.</p> <p>7. The company's sales and marketing management system.</p> <p>8. The company's research and development management system.</p> <p>9. The company's legal and regulatory compliance system.</p> <p>10. The company's overall corporate culture and values.</p>

Binding Conditions

- Written Request to Bind Coverage
- Sign D1

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## Layer 7 - Excess Liability - \$10M x \$27M x SIR

<b>Insurance Company</b>	<b>Lloyd's of London (30% Aspen / 50% Argo / 20% First Specialty)</b>
A.M. Best Rating	A, XV
Standard & Poor's Rating	A
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 10,000,000
Products & Completed Operations Aggregate	\$ 10,000,000
General Aggregate	\$ 10,000,000

### Underlying Coverage

Carrier: Certain Underwriters at Lloyd's, London (Canopus/Apollo/MAP)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

Carrier: Berkley National Insurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 7,000,000
Aggregate Limit, where applicable	\$ 14,000,000

Carrier: Allied World National Assurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate, where applicable	\$ 12,000,000

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

## Underlying Coverage - Continued

Carrier: Lexington Insurance Co.

Term: 04/26/2024 to 04/26/2025

Each Occurrence	\$ 5,000,000
Products & Completed Ops Aggregate	\$ 5,000,000
General Aggregate	\$ 10,000,000

Carrier: The Princeton Excess & Surplus Lines Ins. Co.

Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000

Self-Insured Retention (SIR)	\$ 1,000,000 for GL
	\$ 2,000,000 for Auto

Policy Premium	\$ 1,059,300.00	
Terrorism	\$ 10,700.00	
	\$ 32,100.00	Surplus Line Tax
	\$ 1,926.00	Stamping Fee
	<b>\$ 1,104,026.00</b>	<b>Total Annual Cost</b>

Minimum Earned Premium	25 %
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## **Endorsements & Exclusions** (including by not limited to)

Follow Form Excess Liability Policy form

MNA 2419 Lines Clauses

Sexual Abuse Exclusion

Wrongful Acts Liability – Excluding Employment Practices Violations

Mis. Professional Liability Exclusion

Indiana Amendatory Endorsement

Territory Restriction Endorsement

Notice of Occurrence Wrongful Act, Claim, or Suit Endorsement

No Fault, Uninsured Motorist, Personal Injury Protection Exclusion

Communicable Disease Exclusion

Absolute Sexual Abuse or Molestation Exclusion for Paratransit Services

LMA 3100 Economic or Trade Sanction Endorsement

Credit Rating Downgrade Endorsement

LMA 5473 Cyber Exclusion

LMA 5020 Service of Suit naming America Inc

Notice of Occurrence/Reporting of Losses Endorsement

US Terrorism Risk Insurance Act (TRIA) is provided under this Insurance and the LMA 5389 is to apply

Premium Payment Clause (LSW 3001)

Follow Form Amendatory Endorsement per expiry

Aggregate Reinstatement Endorsement per expiry

LMA9136 California Complaints Notice

LMA9029 California Surplus Lines Notices 1

LSW11358B Lloyd's Privacy Policy Statement

Quote Valid Until April 26, 2024

Policy Auditable Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign D1

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 8 - Excess Liability - \$5M x \$37M x SIR

<b>Insurance Company</b>	<b>Lloyds' of London (50% Convex / 50% Ascot BDA)</b>
A.M. Best Rating	A, XV
Standard & Poor's Rating	A
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
Products & Completed Operations Aggregate	\$ 5,000,000
General Aggregate	\$ 5,000,000

### Underlying Coverage

Carrier: Lloyds' of London (30% Aspen / 50% Argo / 20% First Specialty)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 10,000,000
Products & Completed Operations Aggregate	\$ 10,000,000
General Aggregate	\$ 10,000,000

Carrier: Certain Underwriters at Lloyd's, London (Canopus/Apollo/MAP)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

Carrier: Berkley National Insurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 7,000,000
Aggregate Limit, where applicable	\$ 14,000,000

Carrier: Allied World National Assurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate, where applicable	\$ 12,000,000

## Underlying Coverage - Continued

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)

Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

Carrier: Lexington Insurance Co.

Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
Products & Completed Ops Aggregate	\$ 5,000,000
General Aggregate	\$ 10,000,000

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000

Self-Insured Retention(SIR)	\$ 1,000,000 for GL
	\$ 2,000,000 for Auto

Policy Premium	\$ 480,150.00	
Terrorism	\$ 4,850.00	
	\$ 14,550.00	Surplus Lines Tax
	\$ 873.00	Stamping Fee
	<b>\$ 500,423.00</b>	<b>Total Annual Cost</b>

Minimum Earned Premium	25 %
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## **Endorsements & Exclusions** (including by not limited to)

Follow Form Excess Liability Policy Form  
NMA 2419 Lines Clause  
Schedule of Underlyings  
Indiana Amendatory Endorsement  
Territory Restriction Endorsement  
Sexual Abuse Exclusion  
Wrongful Acts Liability – Excluding Employment Practices Violations  
Mis. Professional Liability Exclusion  
Absolute Sexual Abuse or Molestation Exclusion for Paratransit Services  
Notice of Occurrence Wrongful Act, Claim, or Suit Endorsement  
No Fault, Uninsured Motorist, Personal Injury Protection Exclusion  
Communicable Disease Exclusion  
LMA 3100 Economic or Trade Sanction Endorsement  
Credit Rating Downgrade Endorsement  
LMA 5473 Cyber Exclusion  
LMA 5020 Service of Suit naming Lloyd's America Inc  
US Terrorism Risk Insurance Act (TRIA) 2002 as amended new & renewal Business Endorsement LMA 5389  
Premium Payment Clause (LSW 3001)  
Notice of Occurrence/Reporting of Losses Endorsement  
Follow Form Amendatory Endorsement  
Aggregate Reinstatement Endorsement  
LMA9136 California Complaints Notice  
LMA9029 California Surplus Lines Notices 1  
LSW11358B Lloyd's Privacy Policy Statement

Quote Valid Until                      April 26, 2024

Policy Auditable                      Not subject to audit

Binding Conditions                      

- Written Request to Bind Coverage
- Sign D1

**See Disclaimer Page for Important Notices and Acknowledgement**

## Layer 9 - Excess Liability - \$10M x \$43M x SIR

<b>Insurance Company</b>	<b>Lloyd's of London (Inigo / Arcadian / Ark (direct Procured))</b>
A.M. Best Rating	A+, XV
Standard & Poor's Rating	A
CA Status	Non-Admitted
<b>Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

### Limits

Each Occurrence, Each Claim, Each Wrongful Act	\$ 10,000,000
Products & Completed Operations Aggregate	\$ 10,000,000
General Aggregate	\$ 10,000,000

### Underlying Coverage

Carrier: Lloyds' of London (50% Convex / 50% Ascot)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
Products & Completed Operations Aggregate	\$ 5,000,000
General Aggregate	\$ 5,000,000

Carrier: Lloyds' of London (30% Aspen / 50% Argo / 20% First Specialty)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 10,000,000
Products & Completed Operations Aggregate	\$ 10,000,000
General Aggregate	\$ 10,000,000

Carrier: Certain Underwriters at Lloyd's, London (Canopus/Apollo/MAP)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 6,000,000
General Aggregate	\$ 6,000,000

## Underlying Coverage - Continued

Carrier: Berkley National Insurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 7,000,000
Other Aggregate Limit, where applicable	\$ 14,000,000

Carrier: Allied World National Assurance Company  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 6,000,000
Other Aggregate Limit, where applicable	\$ 12,000,000

Carrier: Certain Underwriters at Lloyd's, London (Hiscox 100%)  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
General Aggregate	\$ 6,000,000

Carrier: Lexington Insurance Co.  
Term: 04/26/2024 to 04/26/2025

Each Occurrence, Each Claim, Each Wrongful Act	\$ 5,000,000
Products & Completed Ops Aggregate	\$ 5,000,000
General Aggregate	\$ 10,000,000

Carrier: The Princeton Excess & Surplus Lines Ins. Co.  
Term: 04/26/2024 to 04/26/2025

	Limits	Annual Aggregate Limit
Auto Liability per Accident	\$ 2,000,000	\$ N/A
General Liability per Occurrence	\$ 3,000,000	\$ 6,000,000
Law Enforcement Liability	\$ 3,000,000	\$ 6,000,000
Employee Benefits Liability (retro date 4/1/1999)	\$ 3,000,000	\$ 6,000,000
Fire Legal Liability	\$ 1,000,000	\$ Included in GL Agg.
Sexual Abuse	\$ 3,000,000	\$ 6,000,000
Wrongful Acts Liability	\$ 3,000,000	\$ 6,000,000
Miscellaneous Professional Liability	\$ 3,000,000	\$ 6,000,000
Self-Insured Retention (SIR)	\$ 1,000,000 for GL	
	\$ 2,000,000 for Auto	

Premium (Inigo & Arcadian) includes TRIA	\$	473,333.33	
Premium (Ark – direct Procurement) includes TRIA	\$	236,666.67	
	\$	21,300.00	Surplus Lines Tax
	\$	1,278.00	Stamping Fee
	<b>\$</b>	<b>732,578.00</b>	<b>Total Annual Cost</b>

Minimum Earned Premium 25 %

### **Endorsements & Exclusions** (including by not limited to)

Follow Form Excess Liability Policy Form

NMA 2419 Lines Clause

Schedule of Underlyings

Sexual Abuse Exclusion

Wrongful Acts Liability – Excluding only Employment Practices Violations

Mis. Professional Liability Exclusion

Indiana Amendatory Endorsement

Territory Restriction Endorsement

Absolute Sexual Abuse or Molestation Exclusion for Paratransit Services

Notice of Occurrence Wrongful Act, Claim, or Suit Endorsement

No Fault, Uninsured Motorist, Personal Injury Protection Exclusion

Communicable Disease Exclusion

LMA 3100 Economic or Trade Sanction Endorsement

Credit Rating Downgrade Endorsement

LMA 5473 Cyber Exclusion

LMA 5020 Service of Suit naming Lloyd's America Inc

US Terrorism Risk Insurance Act (TRIA) is provided under this insurance and the LMA 5389 is to apply

Premium Payment Clause (LSW 3001)

Notice of Occurrence/Reporting of Losses Endorsement

Follow Form Amendatory Endorsement

Aggregate Reinstatement Clause

Biometric Identifiers, Biometric Information and Data Privacy Exclusion

LMA9136 California Complaints Notice

LMA9029 California Surplus Lines Notices 1

LSW11358B Lloyd's Privacy Policy Statement



Quote Valid Until

April 26, 2024

Policy Auditable

Not subject to audit

Binding Conditions

- Written Request to Bind Coverage
- Sign D1

**See Disclaimer Page for Important Notices and Acknowledgement**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

## Other Disclosures/Disclaimers

### FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

## Other Disclosures/Disclaimers (continued)

### Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy

*(Applicable to any coverage that is identified as claims made)*

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances, which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures/Disclaimers (continued)

### Certificates of Liability Insurance / Evidence of Property Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the recipient. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of insurance, you may be required to name your landlord, client or customer on your policy as loss payee on property insurance or as an additional insured on liability insurance. Adding a party as an additional insured is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the Certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***

## Request to Bind Coverage

### Alameda-Contra Costa Transit District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below effective April 26, 2024:

Coverage Line	Bind Coverage for:
Excess Liability – Layers 1 to 9	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?**

**Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

_____ <b>Signature of Authorized Representative</b>	_____ <b>Date</b>
_____ <b>Title</b>	
_____ <b>Printed / Typed Name</b>	

***This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.***

## **IMPORTANT NOTICE:**

- 1. The insurance policy that you are applying to purchase 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: \_\_\_\_\_**

**Named Insured: Alameda Contra Costa Transit District**

**Policy No. or Type of Policy: Renewal of N1-A3-RL-0000100-08**

**Effective Date: 4/26/2024**

**Insurance Company: The Princeton Excess & Surplus Lines Insurance Co.**

### **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

### **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

\_\_\_\_\_ I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of **\$58,342**.

\_\_\_\_\_ I hereby elect to have the exclusion for terrorism coverage attached to my policy. I understand that an exclusion will be attached to my policy and I will have no coverage for losses resulting from certified acts of terrorism.

In the event you accept our binder of coverage but do not return this signed selection/rejection form, we will assume that you have accepted the terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, if your premium payment includes the prospective premium for terrorism coverage shown above. If your premium payment does not include the amount shown for terrorism coverage, we will assume that you have rejected such coverage, an exclusion will be attached to your policy, and you will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### **TERRORISM RISK INSURANCE ACT**

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2027.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. Occurs within the United States; or
  2. Occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
1. To be an act of terrorism;
  2. To be a violent act or an act that is dangerous to:
    - a. Human life;
    - b. Property; or
    - c. Infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of:
    - a. An air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
    - b. The premises of a United States mission; and
  4. To have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states “no act shall be certified by the Secretary as an act of terrorism if:
1. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  2. Property and casualty insurance losses resulting from the acts, in the aggregate, do not exceed \$5,000,000.”
- D. The Act also contains a “program trigger” in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or “trigger.” For insured losses occurring in 2008 and for all additional calendar years, the program trigger is \$100,000,000 through 2015, \$120,000,000 beginning on January 1, 2016, \$140,000,000 beginning on January 1, 2017, \$160,000,000 beginning on January 1, 2018, \$180,000,000 beginning on January 1, 2019, \$200,000,000 beginning on January 1, 2020, of aggregate industry insured losses.
- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for calendar years through December 31, 2027, the federal government will reimburse the insurance company for 80% beginning on January 1, 2020 of its insured losses in excess of a deductible, until aggregate “insured losses” in any calendar year exceed \$100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of “insured losses” under the Act that exceeds \$100 billion in the aggregate during any calendar year.

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
(APPLICABLE TO CERTIFIED AND NON-CERTIFIED ACTS)

Line of Business:

Named Insured: ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ . Premium for this coverage is included in your total premium.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. I further understand that the Insurer does not offer stand-alone terrorism coverage for non-certified acts of terrorism and that by declining to purchase coverage for certified acts of terrorism, I am also declining to purchase coverage for non-certified acts of terrorism. This will be reflected in the policy by a Terrorism Exclusion.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

\_\_\_\_\_  
Date

**POLICYHOLDER DISCLOSURE STATEMENT  
UNDER THE  
TERRORISM RISK INSURANCE ACT**

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **insured** has a right to purchase insurance coverage for **losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this **policy** for **losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **insured's policy** may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, beginning on January 1, 2020, the United States Government will generally reimburse 80% of covered terrorism **losses** exceeding a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company's** direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this **policy** applicable to **losses** arising from events other than Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for **losses** caused by Certified Acts of Terrorism.

Please indicate the selection of the **insured** below.

\_\_\_ The **insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$17,000.00.

\_\_\_ The **insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

\_\_\_\_\_  
Signature of **Insured**

Alameda Contra Costa Transit District

\_\_\_\_\_  
Print/Title

0312-3167

\_\_\_\_\_  
Date

04/26/2024

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

Coverage under your policy is affected as follows:

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

For property located in standard fire policy states there are state statutory exceptions covering certain fire losses if you decline coverage for “acts of terrorism” defined under the Act. If an “act of terrorism” certified under the act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an “act of terrorism” certified under the act and where fire ensues in a statutory standard fire policy state (fire following terrorism) is \$13,400, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for “acts of terrorism” below.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act for acts of terrorism as defined by the Act, for a prospective premium of \$13,400 (including the fire following premium above) .
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Berkley National Insurance  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Quotation/ Policy Number

\_\_\_\_\_  
Date