

**IMPORTANT NOTICE**

**YOUR ACTION REQUIRED**

**THANK YOU FOR PLACING THIS EXCESS POLICY WITH US. WE TRUST THAT THIS POLICY WAS ISSUED ACCORDING TO YOUR INSTRUCTIONS.**

**AS A REMINDER, WITHIN 45 DAYS OF THE EFFECTIVE DATE, PLEASE FORWARD A COMPLETE COPY OF THE LEAD UMBRELLA. THIS COPY MUST INCLUDE THE FOLLOWING:**

- DECLARATIONS PAGE
- INSURING AGREEMENT
- COPIES OF ALL FORMS AND ENDORSEMENTS

06/21/2017

CITY OF AUSTIN

ECO (23) 57 99 92 43

From: 05/31/2017

To: 05/31/2023

MARSH USA INC  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036 - 2708

**TERRORISM INSURANCE PREMIUM DISCLOSURE  
AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

**THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

**MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny 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.

(i) to be an act of terrorism;

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- (ii) to be a violent act or an act that is dangerous to
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
  - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - (II) the premises of a United States mission; and
- (iv) 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.

**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGEMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW: **Please ensure any rejection is received within (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured

Policy Number

CITY OF AUSTIN

ECO (23) 57 99 92 43

Policy Effective/Expiration Date

05/31/2017 - 05/31/2023

**UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:**

Attn: Commercial Lines Division - Terrorism  
 P.O. Box 66400  
 London, KY 40742-6400

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverages questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.



Coverage is Provided In:  
Ohio Casualty Insurance Company

Policy No.: ECO (23) 57 99 92 43

### Following Form Excess Liability Policy Declarations

Item 1. a) Named Insured: CITY OF AUSTIN  
Agent Name, Mailing Address & Phone No.: (212)345-5000  
MARSH USA INC  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036 - 2708  
and as more fully set forth in the Lead Underlying Policy  
b) Address of Named Insured: 301 W. SECOND STREET  
AUSTIN, TX 78701

Item 2. a) Lead Underlying Policy No: 0310-7519  
b) All other Underlying Policy No(s): See Schedule of Underlying Insurance  
c) Lead Underlying Insurer: ALLIED WORLD NATIONAL ASSURANCE COMPANY  
d) All other Underlying Insurer(s): See Schedule of Underlying Insurance

Item 3. Limits of Liability: (Insuring Agreement 2.)  
a) \$ \$25,000,000 Each Occurrence  
b) \$ \$25,000,000 Aggregate

Item 4. Underlying Limits: (Insuring Agreement 2.)  
a) \$ \$25,000,000 Each Occurrence  
b) \$ \$25,000,000 Aggregate  
which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy

Item 5. Policy Period: From: 05/31/2017 to 05/31/2023 both days at 12:01 a.m. Standard Time at the address of the Named Insured.

Item 6. Notice to: (Conditions 3. and 5.)  
a) Notice of Occurrence:  
Ohio Casualty Insurance Company  
9450 Seward Road, Fairfield, OH 45014  
[CLClaimReports@libertymutual.com](mailto:CLClaimReports@libertymutual.com)  
1-800-362-0000

b) All other Notices:  
To Insured: Per Item 1. above  
To the Company:  
Liberty Mutual Insurance  
One Battery Park Plaza, 30<sup>th</sup> Floor  
New York, NY 10004

Item 7. Premium: \$ [REDACTED] [REDACTED]  
Certified Acts of Terrorism Coverage \$ [REDACTED] (Included)

Total Advance Charges \$ [REDACTED]  
Note: This is not a bill

Issue Date 06/21/2017

Item 8. Policy Forms and Endorsements:

NP 73 12 01 15	Policyholder Disclosure Notice of Insurance Coverage for Certified Acts of Terrorism
CE 75 00 01 15	Marsh XSellence Following Form Excess Liability Policy
CE 75 10 01 15	Non Following Form Endorsement
CE 75 13 01 15	Cap on Losses from Certified Acts of Terrorism
CE 75 17 01 15	Economic or Trade Sanctions Condition Endorsement
CE 75 04 01 15	Asbestos Exclusion
CE 75 05 01 15	Nuclear Exclusion
CE 75 07 01 15	General Endorsement - Other Insurance Amendatory Endorsement

In Witness Whereof, we have caused this Policy to be signed by our authorized officers.

Dexter Robert Legg

James Paul Condrin, III



Secretary

President

Coverage is Provided In:  
Ohio Casualty Insurance Company

Policy No.: ECO (23) 57 99 92 43

### SCHEDULE OF UNDERLYING INSURANCE

**UNDERLYING INSURANCE:**

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
FIRST UNDERLYING INSURANCE	LEAD UMBRELLA	\$25,000,000 EACH OCCURRENCE
ALLIED WORLD NATIONAL ASSURANCE COMPANY		\$25,000,000 AGGREGATE
		\$25,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE

0310-7519  
05/31/2017 - 05/31/2023

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## FOLLOWING FORM EXCESS LIABILITY POLICY

### INSURING AGREEMENTS

#### 1. COVERAGE

The Company hereby agrees, subject to the terms, definitions, exclusions and conditions contained in this Policy, to pay those sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy (as stated in Item 2. a) of the Declarations and hereinafter referred to as "Lead Underlying Policy"); provided always however, that this Policy shall not apply until the Insured and/or the Underlying Insurers (as stated in Items 2. c) and 2. d) of the Declarations and hereinafter referred to as "Underlying Insurers") have paid or have been held liable to pay the full amount of the Underlying Limits for damages covered by the Lead Underlying Policy in accordance with Insuring Agreement 2.

The Company agrees that, except as may otherwise be endorsed to this Policy, this Policy will follow:

1. The same terms, definitions, exclusions and conditions as are, at inception hereof, contained in the Lead Underlying Policy, and;
2. All subsequent changes made to the terms, definitions, exclusions and conditions of the Lead Underlying Policy that do not broaden the scope of the coverage already provided.

Notwithstanding the foregoing, the following changes to the Lead Underlying Policy made after inception hereof shall not be binding upon the Company unless otherwise agreed in writing by the Company:

- (a) Any change which is subject to an additional premium charge,
- (b) The inclusion of an additional coverage extension endorsement,
- (c) Any change to the terms, definitions, exclusions and conditions that broadens the scope of the coverage already provided.

It is, however, specifically agreed that if any of the Underlying Policy/ies stated in Item 2. b) of the Declarations exclude or limit any part of the coverage provided by the Lead Underlying Policy stated in Item 2. a) of the Declarations, then this Policy shall not drop down to apply in the place of such excluded or limited coverage and the Insured shall be considered as a self-insurer to the extent that there is no other available insurance to cover the deficit.

#### 2. LIMITS OF LIABILITY

The Company shall be liable only to pay sums up to:

USD (as stated in Item 3. a) of the Declarations)	in respect of each Occurrence - subject to a limit of
USD (as stated in Item 3. b) of the Declarations)	in the aggregate as applicable per the Lead Underlying Policy, and then such aggregate(s) to apply hereon in an identical manner to the Lead Underlying Policy

in excess of Underlying Limits as follows:

USD (as stated in Item 4. a) of the  
Declarations)

in respect of each Occurrence, but

USD (as stated in Item 4. b) of the  
Declarations)

in the aggregate as applicable per the Lead  
Underlying Policy

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy.

In the event of reduction or exhaustion of the applicable aggregate Underlying Limits by reason of sums paid thereunder as damages, whether by an Underlying Insurer or the Insured, then this Policy, subject to its terms, definitions, exclusions and conditions shall:-

1. In the event of reduction, pay in excess of such reduced Underlying Limits;
2. In the event of exhaustion, continue in force as Lead Underlying Insurance.

Defense costs and expenses shall operate in an identical manner to the Lead Underlying Policy as respects whether defense costs and expenses are included within the limits of liability or are in addition to the limits of liability.

## CONDITIONS

### 1. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this Policy that the Underlying Policy/ies (as stated in Items 2. a) and 2. b) of the Declarations and hereinafter referred to as "Underlying Policy/ies") shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment of any sums covered by the Lead Underlying Policy. In the event of the Insured's failure to maintain the Underlying Policy/ies in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

### 2. ASSISTANCE & CO-OPERATION AND DUTY TO DEFEND

- A. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured. However the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense of any claim, suit or proceeding relative to an Occurrence where the claim, suit or proceeding involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense, investigation and settlement of such claim, suit or proceeding.
- B. Notwithstanding the foregoing, the Company will have the right and duty to defend any claim made, suit brought or proceeding instituted against the Insured to which this Policy applies, if;
  - i. The Lead Underlying Insurer as stated in Item 2. c) of the Declarations has the right and duty to defend any claim, suit or proceeding in accordance with the terms of the Lead Underlying Policy as stated in Item 2. a) of the Declarations, and;
  - ii. The applicable Underlying Limits as stated in Item 4. of the Declarations have been exhausted in accordance with Insuring Agreement 1. COVERAGE

The Company shall not be obligated to defend any claim, suit or proceeding after the applicable Limits of Liability of this Policy have been exhausted.



### **3. CANCELLATION**

The Named Insured or the Company hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Lead Underlying Policy. Such notice shall be sent to the entity stated in Item 6. b) of the Declarations.

### **4. OTHER INSURANCE**

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

### **5. NOTICE OF OCCURRENCE**

Whenever the Insured has information from which it may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which are likely to involve this Policy, notice shall be sent to the entity stated in Item 6. a) of the Declarations as soon as practicable.

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

**NON FOLLOWING FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**FOLLOWING FORM EXCESS LIABILITY POLICY**

Notwithstanding any other provisions of this Policy, it is agreed that this Policy shall not provide coverage afforded by the Lead Underlying Policy for the following:

- Crisis Management or Crisis Response Endorsement
- Accident Insurance Endorsement
- Uninsured/Underinsured Motorists (UM/UIM) Endorsement
- Liberalization Clause
- Sublimit of liability, unless such sublimit is specifically endorsed to this Policy.

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

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**FOLLOWING FORM EXCESS LIABILITY POLICY**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such 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.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

**ECONOMIC OR TRADE SANCTIONS CONDITION**

If coverage for a claim or suit under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or suit will be null and void.

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

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

### **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

**FOLLOWING FORM EXCESS LIABILITY POLICY**

This insurance does not apply to:

Any liability, damages, loss, injury, demand, claim or suit arising out of or caused by, or allegedly caused by:

1. Asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
2. Exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. Any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

This insurance does not apply to:

A. Any liability, damages, loss, injury, demand, claim or suit:

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

B. Any liability, damages, loss, injury, demand, claim or suit resulting from the "hazardous properties" of "nuclear material", if:

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

C. As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

5. "Waste" means any "waste" material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "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 any Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

7. "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.

8. "Property damage" includes all forms of radioactive contamination of property.

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

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

**GENERAL ENDORSEMENT**

The policy is amended as follows:

CONDITIONS, Section 4., OTHER INSURANCE is deleted and replaced by the following:

This Policy shall not seek contribution from other valid and collectible insurance available to the Insured. However, this Other Insurance condition does not apply with respect to the Lead Underlying Policy and any Underlying Policies."

All other terms and conditions of this Policy remain unchanged.