



Commercial Lines Policy

Home Office:

c/o CT Corporation
314 East Thayer Avenue
Bismarck, North Dakota 58501

Administrative Office:

One QBE Way
Sun Prairie, Wisconsin 53596
1-877-772-6771

QBE and the links logo are registered service marks of QBE Insurance Group Limited.

This policy consists of:

Declarations
Common Policy Conditions
One or more coverage parts.
A coverage part consists of:
— One or more coverage forms
— Applicable forms and endorsements

QBE Specialty Insurance Company

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Todd Jones
President

Mark Pasko
Secretary





TEXAS: IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance agent or insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

QBE Insurance North America

To get information or file a complaint with your insurance company:

Call: Customer Assistance Specialist

Toll-free: 1-844-723-2524

Email: ConsumerAssistance@us.qbe.com

Mail: QBE Insurance North America
One QBE Way
Sun Prairie, WI 53596-0001

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP
Texas Department of Insurance
PO BOX 12030
Austin TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

QBE Insurance North America

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Claims Service Center Specialist**Teléfono gratuito: 1-844-723-2524**Correo electrónico: ClaimsCustomerService.US-BOX@us.qbe.comDirección postal: QBE Insurance North America
One QBE Way
Sun Prairie, WI 53596-0001**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con loss seguros o para presentar una queja ante estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.govCorreo electrónico: ConsumerProtection@tdi.texas.govDirección postal: Consumer Protection, MC: CO-CP
Texas Department of Insurance
PO BOX 12030
Austin TX 78711-2030



POLICY NUMBER: 140000976

EXCESS LIABILITY INSURANCE POLICY

EXCESS LIABILITY INSURANCE POLICY DECLARATIONS

Company Name: QBE Specialty Insurance Company
Producer Name: RT Specialty
Named Insured(s): City of Austin
Mailing Address: 5202 E. Ben White Blvd. Suite 500, Austin, TX 78741
Policy Period
From: 4/3/2023
To: 4/3/2029 At 12:01 AM (Standard Time at your mailing address shown above)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

Limits of Insurance	
Each Occurrence Limit:	\$5,000,000
Aggregate Limit:	\$5,000,000

Premium	
Total Advance Premium:	
Total Minimum Premium (Applicable Per Policy Period):	
Minimum Earned Premium:	
Terrorism (if no charge appears, then Terrorism coverage is excluded):	
Auditable:	Yes
Audit Period (if applicable):	At Policy Expiration

Estimated Exposure Base:	
Rate:	

Endorsements Attached to the Excess Liability Insurance Policy	
FORM NUMBER	FORM NAME
IL-4030 (06-23)	Notice To Policyholders – Fraud Warnings
IL-2002 (01-23)	Service of Process Endorsement
ILP-001 (01-04)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
QBCU-3001 (12-13)	Amendment - Schedule of Underlying Insurance
XS 70 54 (08-22)	Communicable Disease Exclusion
XS 70 71 (08-22)	Composite Rate and Audit
XS 70 99 (11-22)	Amendatory Limits of Insurance - Follow Form Aggregates
XS 70 53 (08-22)	Cap On Losses From Certified Acts Of Terrorism

Reporting Information
<p>a. Notice of Event (as defined in policy form), Claim, or Suit to us:</p> <p>Reporting should be provided in accordance with the policy terms to:</p> <p>Email: newlossqbe@us.qbe.com</p> <p>Phone: 844-QBE-CLAIMS (844-723-2524)</p> <p>Address: QBE North America PO Box 975 Sun Prairie, Wisconsin 53590</p> <p>b. Notice to Insured:</p> <p>Per the First Named Insured's Mailing Address shown above.</p>



EXCESS LIABILITY INSURANCE POLICY

SECTION I – COVERAGE

1. Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "retained limit" that the insured becomes legally obligated to pay as damages by reason of liability covered by and as described in the "controlling underlying insurance".
- b. This policy will follow the terms, conditions, exclusions, definitions, and provisions of the "controlling underlying insurance" except as otherwise stated in this policy.
- c. Where "underlying insurance" includes terms, conditions, exclusions, definitions, or provisions more restrictive than "controlling underlying insurance", then this policy shall follow and apply the more restrictive item(s).

2. Defense

- a. Upon exhaustion of the "retained limit", we will follow and apply the right and duty to defend if applied, and as described by the "controlling underlying insurance".
 - b. When we have no duty to defend, we will have the right to investigate, defend, or to participate in the defense of the insured against any claim or suit. We shall also have the right to settle any claim or suit that may involve this insurance.
3. Our duty to pay those sums and defend the insured shall end when we have used up our Limits of Insurance in the payment of any judgment, settlement, or where applicable, defense expenses, to which this insurance applies.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance of this policy apply as follows:

- a. The Aggregate Limit is the most we will pay for the sum of all damages to which this policy applies.
However, this Aggregate Limit only applies to damages that are subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - b. Subject to Paragraph 1.a. above, the Each Occurrence Limit is the most we will pay for the sum of all damages under this insurance arising out of any one "event".
 - c. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses, then any payment for defense expenses we make will reduce our Limits of Insurance in the same manner.
2. If any "controlling underlying insurance" or "underlying insurance" has a policy period that is different from the policy period of this policy, then for the purposes of this policy, the "retained limit" will only be reduced or exhausted by payments made for those sums covered under this insurance.
3. If any coverage provided by "controlling underlying insurance" or "underlying insurance" is subject to a sublimit, then the coverage provided by this policy shall not apply to any claim, suit, damages, or defense expenses subject to such sublimit. However, this policy shall recognize the erosion of the "retained limit" to the extent of any payment made within such sublimit.

SECTION III – CONDITIONS

1. Attachment

Coverage under this policy shall not drop down for any reason and shall only attach after the "retained limit" has in fact been exhausted by payment, in legal currency, of covered damages by or on behalf of the insurers of "controlling underlying insurance" and "underlying insurance" or by or on behalf of the insured(s).

The risk of uncollectibility of any amount of "controlling underlying insurance" or "underlying insurance" for any reason, including, but not limited to an insurer's insolvency, is expressly retained by the insured(s), and is not insured under this policy or assumed by the insurer.

If the "retained limit" is reduced, then this policy shall continue in force as excess insurance for the remaining amount of the "retained limit". If the "retained limit" is entirely exhausted, then this policy shall continue in force as primary insurance, subject to this policy's Limits of Insurance.

2. Underlying Insurance – Modification and Maintenance

- a. After the inception of this policy, any change made to "controlling underlying insurance" requiring additional premium or broadening the coverage provided shall not apply to this policy unless agreed to in writing by us and endorsed to this policy. This policy's premium may be adjusted accordingly should any change be approved by us.
- b. All "controlling underlying insurance" and "underlying insurance" must be maintained in full force and effect, except for any reduction by payment in accordance with the terms of this policy and such "controlling underlying insurance" and "underlying insurance". In the event of any failure to maintain such insurance, this policy shall continue to apply in the same manner and to the same extent had there been compliance with this condition.

3. Compliance With Applicable Trade and Economic Sanction Law

This insurance coverage does not apply to the extent that trade or economic sanctions prohibit the insurer or any member of the insurer's group from providing insurance coverage, including, but not limited to, the payment of claims.

4. Appeals

If the "controlling underlying insurer", any "underlying insurer", or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and post-judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF INSURANCE**.

5. Duties in the Event of an Event, Claim, or Suit

Where this policy may reasonably apply to a claim or suit, then you must see to it that we are notified of an "event", claim, or suit. Notice shall be provided in the same manner and time frame as required by "controlling underlying insurance".

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION IV – DEFINITIONS

1. "Controlling underlying insurance" means a policy of insurance or self-insurance listed as such in the **Retained Limit and Controlling Underlying Insurance Schedules** endorsement.
2. "Event" means an unexpected and unintended occurrence, offense, accident, act, or other event resulting in a loss to which the applicable "controlling underlying insurance" applies.
3. "Other insurance" means any type of insurance; self-insurance; or any other type of policy, method, or program by which an insured funds for its liability that is not included as "controlling underlying insurance" or "underlying insurance".

However, "other insurance" does not include any policy of insurance that applies in excess of the Limits of Insurance of this policy.



4. "Retained limit" means the amount(s) stated on the **Retained Limit and Controlling Underlying Insurance Schedules** endorsement plus the limits of insurance of any "other insurance".
5. "Underlying insurance" means any policy of insurance or self-insurance specifically excess of "controlling underlying insurance" and underlying to this policy's layer of insurance.

SECTION V – EXCLUSIONS

Notwithstanding anything to the contrary in the "controlling underlying insurance" or this policy, this insurance does not apply to:

Auto

Any loss, cost, or expense payable under or resulting from any of the following auto coverages:

- a. First-party physical damage coverage;
- b. No-fault coverage;
- c. Personal injury protection or auto medical payments coverage; or
- d. Uninsured or underinsured motorists coverage.

Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.



NOTICE TO POLICYHOLDERS – FRAUD WARNINGS

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to Alabama residents: “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.”

Notice to Alaska residents: “A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.”

Notice to Arizona residents: “For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.”

Notice to Arkansas residents: “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Notice to California residents: “For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

Notice to Colorado residents: “It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.”

Notice to Delaware residents: “Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.”

Notice to District of Columbia residents: “WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.”

Notice to Florida residents: “Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.”

Notice to Idaho residents: “Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.”

Notice to Indiana residents: “A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.”

Notice to Kansas residents: “Fraud is defined as: ‘an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.’”

Notice to Kentucky residents: “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

Notice to Louisiana residents: “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Notice to Maine residents: “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.”

Notice to Maryland residents: “Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Notice to Minnesota residents: “A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

Notice to New Hampshire residents: “Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.”

Notice to New Jersey residents: “Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.” “Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.”

Notice to New Mexico residents: “ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.”

Notice to New York residents: “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

Notice to Ohio residents: “Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

Notice to Oklahoma residents: “WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

Notice to Pennsylvania residents: “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

Notice to Rhode Island residents: “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

Notice to Tennessee residents: “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

Notice to Texas residents: “Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

Notice to Utah residents: “Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.”

Notice to Vermont residents: “Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.”

Notice to Virginia residents: “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

Notice to Washington residents: “It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.”

Notice to West Virginia residents: “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF PROCESS ENDORSEMENT

When a cause of action arises in any of the states listed below, service of process applies as shown below for that state. As used in this endorsement, "the Company" shall mean QBE Specialty Insurance Company.

ALABAMA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Alabama as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104 as the person to whom the Commissioner shall mail process.

ALASKA Service of Process Clause

Upon any cause of action arising in Alaska under this contract, the Company may be sued. The Company appoints the Director of Insurance for the State of Alaska as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Director, or his successors in office, shall be lawful service upon the Company. The Company further designates CT Corporation System, 8585 Old Dairy Road, Suite 208, Juneau, AK 99801 as the person to whom the Director is authorized to mail such process or a true copy thereof.

ARIZONA Service of Process Clause

Upon any cause of action arising in Arizona under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Arizona by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012, as the person to whom the Director shall mail process.

ARKANSAS Service of Process Clause

Upon any cause of action arising in Arkansas under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Arkansas and his successors in office by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201 as the person to whom the Commissioner shall mail process.

CALIFORNIA Service of Suit Clause

The Company hereby designates CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203-2336 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

COLORADO Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance for the State of Colorado. The Company further designates CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner shall mail process or a true copy thereof.

CONNECTICUT Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Connecticut as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 67 Burnside Avenue, East Hartford, CT 06108 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

DELAWARE Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Delaware as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates Delaware Department of Insurance, 1351 West North Street, Suite 101, Dover, DE 19904 as the person to whom the Commissioner shall mail process.

DISTRICT OF COLUMBIA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the District of Columbia as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005 as the person to whom the Commissioner shall mail process.

FLORIDA Service of Process Clause

The Company hereby designates the Chief Financial Officer of the Department of Financial Services as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 as the person to whom the Chief Financial Officer shall mail process.

GEORGIA Service of Process

Upon any cause of action under this policy, the Company may be sued in the superior court of the county in which the cause of action arose. The Company appoints the Georgia Commissioner of Insurance as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

HAWAII Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Hawaii as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 900 Fort Street Mall, Suite 1680, Honolulu, HI 96813 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

IDAHO Service of Process Clause

Upon any cause of action arising in Idaho under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of the Department of Insurance of the State of Idaho. The Company further designates CT Corporation System, 1555 W. Shoreline Drive, Suite 100, Boise, ID 83702 as the person to whom the Director shall mail process.

ILLINOIS Service of Process Clause

The Company hereby designates the Director of the Illinois Department of Insurance and his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604 as the person to whom the Director shall mail process.

INDIANA Service of Process Clause

Upon any cause of action arising in Indiana under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Indiana by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 334 North Senate Avenue, Indianapolis, IN 46204-1708 as the person to whom the Commissioner shall mail process.

IOWA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Iowa as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309 as the person to whom the Commissioner shall mail process.

KANSAS Service of Process Clause

Upon any cause of action arising in Kansas under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Kansas and his successor or successors in office. The Company further designates The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603 as the person to whom the Commissioner shall mail process.

KENTUCKY Service of Process Clause

Upon any cause of action arising in Kentucky under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Kentucky Secretary of State by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601 as the person to whom the Secretary of State shall mail process.

LOUISIANA Service of Process Clause

Upon any cause of action arising in Louisiana under this contract, the Company may be sued in the district court of the parish in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Louisiana Secretary of State. The Company further designates CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816 as the person to whom the Secretary of State shall mail process.

MAINE Service of Process Clause

Upon any cause of action arising in this State under this policy, the Company may be sued in the Superior Court. Service of legal process against the Company may be made in any such action by service of two copies upon the designated agent. The Company further designates CT Corporation System, 128 State Street, #3, Augusta, ME 04330 as the agent.

MARYLAND Service of Process Clause

Upon any cause of action arising in Maryland under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Insurance Commissioner of the State of Maryland by the clerk of the court in which the action is brought. The Company further designates The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093 as the person to whom the Commissioner shall mail process.

MASSACHUSETTS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Massachusetts as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 as the person to whom the Commissioner shall mail process.

MICHIGAN Service of Process Clause

Upon any cause of action arising in Michigan under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance, c/o Resident Agent, of the State of Michigan by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170 as the person to whom the Commissioner shall mail process.

MINNESOTA Service of Process Clause

Upon any cause of action arising in Minnesota under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Commerce of the State of Minnesota by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117 as the person to whom the Commissioner shall mail process.

MISSISSIPPI Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Mississippi as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232 as the person to whom the Commissioner shall mail process.

MISSOURI Service of Process Clause

Upon any cause of action arising in Missouri under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Missouri and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 120 South Central Avenue, Clayton, MO 63105 as the person to whom the Director shall mail process.

MONTANA Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Montana as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 3011 American Way, Missoula, MT 59808 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

NEBRASKA Service of Process Clause

Upon any cause of action arising in Nebraska under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Nebraska. The Company further designates CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516 as the person to whom the Director shall mail process.

NEVADA Service of Process Clause

Upon any cause of action arising in Nevada under this contract, the Company may be sued in a district court of Nevada. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Nevada or the Commissioner's authorized representative. The Company further designates The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701 as the person to whom the Commissioner shall mail process.

NEW HAMPSHIRE Service of Process Clause

Upon any cause of action arising in New Hampshire under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of New Hampshire by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447 as the person to whom the Commissioner shall mail process.

NEW JERSEY Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of New Jersey as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628 as the person to whom the Commissioner shall mail process.

NEW MEXICO Service of Process Clause

Upon any cause of action arising in New Mexico under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of New Mexico by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532 as the person to whom the Superintendent shall mail process.

NEW YORK Service of Process Clause

The Company hereby designates the Superintendent of Financial Services of the State of New York, and his successors in office, as its true and lawful attorney upon whom all lawful process may be served in any action, suit, or proceeding instituted in this State by or on behalf of the insured or any beneficiary against the Company arising out of this policy of insurance. The Company further designates CT Corporation System, 28 Liberty Street, New York, NY 10005 as the person to whom the Superintendent shall mail process.

NORTH CAROLINA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Carolina, and his successor(s) in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615 as the person to whom the Commissioner shall mail process.

NORTH DAKOTA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Dakota as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 58504 as the person to whom the Commissioner shall mail process.

OHIO Service of Process Clause

Upon any cause of action arising in Ohio under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of Ohio by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219 as the person to whom the Superintendent shall mail process.

OKLAHOMA Service of Process Clause

Upon any cause of action arising in Oklahoma under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Oklahoma by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 1833 South Morgan Road, Oklahoma City, OK 73128 as the person to whom the Commissioner shall mail process.

OREGON Service of Process Clause

Upon any cause of action arising in Oregon under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. The Company further designates CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301 as the person to whom the process shall be mailed.

PENNSYLVANIA Service of Process Clause

Upon any cause of action arising in Pennsylvania under this contract, the Company may be sued in the court of the county in which the cause of action arose. The Company hereby designates the Commissioner of Insurance of the Commonwealth of Pennsylvania as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). The Company further designates CT Corporation System, 600 North Second Street, Suite 401, Harrisburg, PA 17101 as the person to whom the Commissioner shall mail process.

RHODE ISLAND Service of Process Clause

Upon any cause of action arising in Rhode Island under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Rhode Island by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914 as the person to whom the Commissioner shall mail process.

SOUTH CAROLINA Service of Process Clause

The Company hereby designates the Director of Insurance of the State of South Carolina as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured

or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223 as the person to whom the Director shall mail process.

SOUTH DAKOTA Service of Process Clause

Any cause of action against the Company arising in South Dakota under this policy shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against the Company may be made in any such action by service upon the Director of Insurance of the State of South Dakota and his successors in office. The Company further designates CT Corporation System, 319 South Coteau Street, Pierre, SD 57501 as the person to whom the Director shall mail a copy of the process.

TENNESSEE Service of Process Clause

The Company hereby designates the Commissioner of Commerce and Insurance of the State of Tennessee as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 300 Montvue Road, Knoxville, TN 37919 as the person to whom the Commissioner shall mail process.

TEXAS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Texas as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201 as the person to whom the Commissioner shall mail process.

UTAH Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Utah as its agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047 as the person to whom the Commissioner shall mail process.

VERMONT Service of Process Clause

The Company hereby designates the Secretary of State of Vermont as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 17 G W Tatro Drive, Jeffersonville, VT 05464 as the person to whom the Secretary of State shall mail process.

VIRGINIA Service of Process Clause

The Company hereby designates the Clerk of the Virginia State Corporation Commission as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060 as the person to whom the Clerk of the Commission shall mail process.

WASHINGTON Service of Process Clause

Upon any cause of action arising in Washington under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501 as the person to whom the Commissioner shall mail process.

WEST VIRGINIA Service of Process Clause

Upon any cause of action arising in West Virginia under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Secretary of State of West Virginia by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 5098 Washington Street W, Suite 407, Charleston, WV 25313 as the person to whom the Secretary of State shall mail process.

WISCONSIN Service of Process Clause

Upon any cause of action arising in Wisconsin under this policy the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Wisconsin. The Company further designates CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703 as the person to whom the Commissioner shall mail process.

WYOMING Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Wyoming as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 2232 Dell Range Blvd, Suite 200, Cheyenne, WY 82009 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE OF UNDERLYING POLICY(IES)

Primary General Policy: (Controlling Policy)	Company:	Liberty Mutual Insurance Corporation	
	Policy #:	TB5-661-067424-023	
	Policy Period:	04/03/2023 – 04/03/2029	
	Policy Limits:		
	\$	2,000,000	Each Occurrence
	\$	2,000,000	General Aggregate
	\$	4,000,000	Products-Completed Operations Aggregate
	\$	4,000,000	General Aggregate
	Defense	Outside the Limits	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

Name of Insured:	City of Austin
Policy Number:	140000976
Endorsement Number:	2
Effective Date of Endorsement:	4/3/2023
Name of Insurer:	QBE Specialty Insurance Company

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY INSURANCE POLICY

The following exclusion is added to **SECTION V – EXCLUSIONS**:

Communicable Disease

This insurance does not apply to any injury, damage, liability, loss, cost, or expense arising out of or in any way related, in whole or in part, to the actual, alleged, suspected, or threatened transmission of a communicable disease.

This exclusion applies even if the claim(s) against the insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to any authority.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE AND AUDIT

Name of Insured:	City of Austin
Policy Number:	140000976
Endorsement Number:	3
Effective Date of Endorsement:	4/3/2023
Name of Insurer:	QBE Specialty Insurance Company

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY INSURANCE POLICY

- The following condition is added to the policy and supersedes anything to the contrary, including, but not limited to, any premium information found on the Declarations page of this policy:

COMPOSITE RATE

Notwithstanding anything to the contrary, the premium for this policy shall be computed upon a composite rate in accordance with our rules, rates, rating plans, minimum premiums and other terms of the policy as follows:

COMPOSITE RATE SCHEDULE

Location / Class Code / Description	Exposure Base	Estimated Exposure	Rate Per Exposure	Estimated Policy Period Premium
Construction Project	Total Cost			
Total Composite Premium				

- The following **Premium Audit** condition is added under **SECTION III – CONDITIONS**:

Premium Audit

- The estimated premium for this policy is based on the exposures you told us you would have when this policy began. The estimated exposure and estimated policy period premium developed at the beginning of this policy are listed in the **COMPOSITE RATE SCHEDULE** of this endorsement. The final premium will be determined after this policy expires or is terminated by using the actual, not the estimated, exposure that applies to the business and work covered by this policy.
 - The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.
- For purposes of this endorsement only, the following definitions are added to the policy:
 - "Acres" means the total number of acres as described in the exposure basis.



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- b. "Admissions" means the total number of persons, other than "employees" of the Named Insured, admitted to events conducted on the insured premises whether on paid admission tickets, complimentary tickets or passes.
- c. "Area" means the total number of square feet of floor space at the insured premises they occupy or lease to others.
- d. "Each" means the total number of exposure unit as described in the exposure basis.
- e. "Gallons" means the total number of gallons of liquefied petroleum gases invoiced on any basis to any customer, whether or not the insured actually takes possession of such gases.
- f. "Gross sales" means the gross amount charged by you for goods or products sold, operations performed, rental value collected, dues charged or fees collected during the policy period.
- g. "Other" means the units of exposure defined in the **COMPOSITE RATE SCHEDULE** above.
- h. "Payroll" means total remuneration for all "employees" of the insured.
- i. "Rooms" means the total number of rooms available for rent in a hotel or other place of lodging.
- j. "Total cost" means the total cost of all work let or sublet in connection with each specified project including the cost of all labor, material and equipment furnished, used or delivered in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and all fees, bonuses or commissions made, paid or due.
- k. "Units" means a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together or by a person living alone.

All other terms and conditions of this policy remain unchanged.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY LIMITS OF INSURANCE – FOLLOW FORM AGGREGATES

Name of Insured:	City of Austin
Policy Number:	140000976
Endorsement Number:	4
Effective Date of Endorsement:	4/3/2023
Name of Insurer:	QBE Specialty Insurance Company

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY INSURANCE POLICY

A. The **Limits of Insurance** schedule found on the Declarations is deleted and replaced with the following:

Limits of Insurance

Each Occurrence Limit: \$5,000,000

General Aggregate Limit: \$5,000,000

Products-Completed Operations Aggregate Limit: \$5,000,000

B. Paragraph 1. under **SECTION II – LIMITS OF INSURANCE** is deleted and replaced with the following:

1. The Limits of Insurance of this policy apply as follows:

a. The General Aggregate Limit is the most we will pay for the sum of all damages to which this policy applies, except for damages because of "bodily injury" or "property damage":

(1) Included in the "products-completed operations hazard"; or

(2) Resulting from the ownership, maintenance or use of an "auto" covered by "controlling underlying insurance" but only if "controlling underlying insurance" does not include such auto-related coverage within an aggregate limit of insurance.

The General Aggregate Limit applies in the same manner as "controlling underlying insurance", including applying separately on a per project, per location, or other similar basis.

b. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" and to which this policy applies.

The Products-Completed Operations Aggregate Limit applies in the same manner as "controlling underlying insurance", including applying separately on a per project, per location, or other similar basis.

c. Subject to Paragraph 1.a. or 1.b., whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all damages under this insurance arising out of any one "event".

All other terms and conditions of this policy remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Name of Insured:	City of Austin
Policy Number:	140000976
Endorsement Number:	5
Effective Date of Endorsement:	4/3/2023
Name of Insurer:	QBE Specialty Insurance Company

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY INSURANCE POLICY

The following is added to the policy:

1. Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

All other terms and conditions of this policy remain unchanged.



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