



IMPORTANT NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Administrative Code, Starr Indemnity & Liability Company is required to notify its policyholders that accident prevention services are available from Starr Indemnity & Liability Company at no additional charge. These services may include:

- Analyses of Accident Causes
- Loss Control Consultations
- Surveys
- Training Programs

If you would like more information about these services, please contact Starr Indemnity & Liability Company at 1-855-656-6365 and LC.Staterequest@starrcompanies.com for accident prevention services.

If Starr Indemnity & Liability Company fails to respond to your request for accident prevention services, you may file a complaint with the Texas Department of Insurance in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Property and Casualty Section – Loss Control Program at:

P. O. Box 149104
Austin, Texas 78714-9104



Starr Indemnity & Liability Company

Starr Indemnity & Liability Company Excess Commercial Construction Claim Reporting Guidelines

Please Send All Impairment Loss Notices To:

Sedgwick
PO Box 14155
Lexington, KY 40512-4155

Claims Email: StarrNewLoss@sedgwick.com
Claims Fax: 833-784-2350

After hours emergency call service: 877-869-0226

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact Sedgwick by telephone, please do so at 877-869-0226.

Consult Your Policy For Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr's policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.



NOTICE TO TEXAS POLICYHOLDER COMPLAINT PROCEDURES

Have a complaint or need help?

If you have a problem with a claim or your premium, call your 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.

Starr Indemnity & Liability Company

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

**Call: Starr Indemnity & Liability Company
Toll-Free: 1-866-519-2522**

Email: CustomerService@starrcompanies.com

Mail: Attn Legal Department, 399 Park Avenue, New York, NY 10022

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

POLICYHOLDER NOTICE COMMUNICABLE DISEASE EXCLUSION

This Notice does **NOT** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the exclusion for communicable disease is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully.

This Notice contains a brief synopsis of the following endorsement:

- **XS - 395 (11-14) – Communicable Disease Exclusion**

When the above referenced endorsement is attached to your policy, coverage is excluded for ultimate net loss arising out of the actual or alleged transmission of a communicable disease.

NOTICE TO POLICYHOLDER

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Texas Policyholder Notice – Asbestos Exclusion

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

NOTICE


THIS POLICY CONTAINS AN ASBESTOS EXCLUSION. NO COVERAGE IS PROVIDED FOR “ULTIMATE NET LOSS” ARISING OUT OF ASBESTOS OR ANY OBLIGATION TO INDEMNIFY OTHERS FOR “ULTIMATE NET LOSS” ARISING OUT OF ASBESTOS. THE POLICY WILL NOT DEFEND ANY CLAIMS OR SUITS AGAINST THE INSURED FOR “ULTIMATE NET LOSS” ARISING OUT OF ASBESTOS.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel

EXCESS LIABILITY DECLARATIONS

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

POLICY NUMBER: 1000588272231

RENEWAL OF: New

PRODUCER NAME: Marsh USA, Inc.

ADDRESS: Comerica Bank Tower 1717 Main Street, Suite 4400
Dallas, TX 75201

ITEM 1. NAMED INSURED: City of Austin

ADDRESS: 5202 E. Ben White Blvd. Suite 500
Austin, TX 78741

ITEM 2: POLICY PERIOD: FROM April 3, 2023 **TO** April 3, 2029

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: Commercial Excess Liability

ITEM 4. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this Policy, are:

- A. \$ 25,000,000 Each Occurrence
- B. \$ 25,000,000 Other Aggregate(s), Where Applicable
- C. \$ 25,000,000 Products-Completed Operations Aggregate

ITEM 5. "UNDERLYING INSURANCE"

A. First Underlying Insurance Policy(ies)

Insurer

See attached Schedule of Underlying Insurance

Policy No.

Policy Period

B. Additional Underlying Insurance Policy(ies)

Insurer

See attached Schedule of Underlying Insurance

Policy No.

Policy Period

ITEM 6. POLICY PREMIUM:

<u>Advanced Premium</u>	<u>Minimum Premium</u>	<u>Minimum Earned Premium</u>
<u>Estimated Exposure</u>	<u>Rate Per</u>	<u>Audit Period Policy Term</u>

ITEM 7. NOTICES

In the event of an accident, occurrence, wrongful act, claim or suit, that is reasonably likely to involve this Policy, send all pertinent facts to:

New claims can be reported to:

Sedgwick
PO Box 14155
Lexington, KY 40512-4155
StarrNewLoss@sedgwick.com

Fax: 833-784-2350

After hours emergency call service:
877-869-0226

ITEM 8. ENDORSEMENTS ATTACHED:

Title	Form Number
Important Notice To Texas Policyholders	PNSI 014 TX (07/16)
Claim Reporting Guidelines	CLAIMS RPT (00/00)
Notice to Texas Policyholder - Complaint Procedures	SIPN 018 (0520)
Notice To Policyholder - U.S. Treasury Department s Office Of Foreign Assets Control (OFAC)	SIPN-002 03 21
Texas Policyholder Notice - Asbestos Exclusion	XS 360 TX (03/09)
Excess Liability Declarations	XS 101 TX D (03/09)
Disclosure Pursuant to Terrorism Risk Insurance Act	SIIL-0001 01 22
Excess Liability Policy Schedule Of Underlying Insurance	XS 102 (10/08)
Excess Liability Policy Form	XS 100 (10/08)
Texas Changes - Cancellation and Nonrenewal	XS 301 TX (10/08)
Texas Changes	XS 331 TX (10/08)
Total Pollution Exclusion With a Building Heating Equipment Exception and a Hostile Fire Exception	XS 104 (04/11)
Aggregate Limits Amended For Term Of Policy	XS 113 (10/08)
Texas Continuing or Progressively Deteriorating Damages Endorsement	XS 134 TX (03/09)
Defense Condition Amendment	XS 143 (10/08)
EIFS Exclusion	XS 149 (10/08)
Cap On Losses From Certified Acts Of Terrorism	XS 342 (01/15)

Certified Acts Of Terrorism Coverage Excess Of Retained Amount With Cap On Losses	XS 343 (01/15)
Auto Coverage - Exclusion of Terrorism	SIXS-0341 01 22
Issuance of Excess Liability Policy Prior To Receipt of First Underlying Insurance Policy(ies) Amendatory Endorsement	XS 374 (0219)
Communicable Disease Exclusion	XS 395 (11/14)
Cannabis Exclusion	XS-416 (0120)

**IF THE FIRST UNDERLYING INSURANCE POLICY(IES) PROVIDE COVERAGE ON A CLAIMS-
MADE BASIS, THIS POLICY ALSO APPLIES ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

July 05, 2023
DATE

BY



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

- This policy **includes** coverage for Certified Acts of Terrorism. Please refer to the applicable charge(s) below.
- This policy **excludes** coverage for Certified Acts of Terrorism.

Note: Applicable to Commercial Property and Commercial Inland Marine

Standard fire policy states mandate coverage for ensuing fire losses. If this policy is issued in a standard fire policy state, coverage for fire losses resulting from an act of terrorism is provided for Commercial Property and in some states for Commercial Inland Marine. The additional premium for such fire coverage is mandatory in these states and is shown below.

SCHEDULE

This Policy Consists Of The Following Charges For Certified Acts Of Terrorism

	PREMIUM
Terrorism (Fire Following) – Commercial Property	\$
Terrorism (Fire Following) – Commercial Inland Marine	\$
Terrorism (Other than Fire Following)	\$
TOTAL TERRORISM PREMIUM (CERTIFIED ACTS):	\$

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Excess Liability Policy

Additional information, if any, concerning the terrorism premium:

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer deductible. That percentage is 80% beginning on January 1, 2020. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the 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 portions 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.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000588272231	Effective Date: 04/03/2023 at 12:01 A.M.
Named Insured: City of Austin	Issuing Company: Starr Indemnity & Liability Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy Period	Limits of Insurance	
A. First Underlying Insurance Policy(ies)		
Coverage: Excess Liability	\$15,000,000	Each Occurrence Limit
Carrier: Indem Ins Co. of North America	\$15,000,000	Other Aggregate Limit
Policy No.: XSM G47398137 001	\$15,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit
B. Additional Underlying Insurance Policy(ies)		
Coverage: General Liability	\$2,000,000	Each Occurrence Limit
Carrier: LM Insurance Corp.	\$4,000,000	Other Aggregate Limit
Policy No.: TB5-661-067424-023	\$4,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit
Coverage: Employers Liability	\$1,000,000	Each Accident
Carrier: LM Insurance Corp.	\$1,000,000	Disease - Each Employee Limit
Policy No.: WA5-66D-067424-013	\$1,000,000	Disease - Policy Limit
Policy Period: 04/03/2023 - 04/03/2026		
Coverage: Excess Liability	\$5,000,000	Each Occurrence Limit
Carrier: QBE Insurance Corp.	\$5,000,000	Other Aggregate Limit
Policy No.: 140000976	\$5,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Coverage: Excess Liability	\$5,000,000	Each Occurrence Limit
Carrier: Allied World Specialty Ins Co.	\$5,000,000	Other Aggregate Limit
Policy No.: 0313-7437	\$5,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit

Date of
Issue:

07/05/2023

Authorized Representative:

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

Excess Liability Policy

Named Insured: City of Austin
Policy Number: 1000588272231
Effective Date: 04/03/2023 at 12:01 A.M

This Policy is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

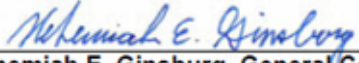
This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company as of the Effective Date above:



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel

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EXCESS LIABILITY POLICY FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words you and your refer to the Named Insured as shown in **ITEM 1.** of the Declarations. The words we, us and our refer to the Company shown in the Declaration providing this insurance.

The word Insured means the Named Insured and any person or organization qualifying as an Insured in the First Underlying Insurance Policy(ies), but only to the extent to which such person(s) or organization(s) qualify as an Insured in the First Underlying Insurance Policy(ies) at the inception date of this Policy. Newly acquired or formed organizations must comply with **SECTION IV. CONDITIONS, D. Changes** in order to qualify for coverage.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III. DEFINITIONS**, or to the specific section, of this Policy where such words appear.

SECTION I. COVERAGE

- A. We will pay on behalf of the Insured, the "Ultimate Net Loss" in excess of the "Underlying Insurance" as shown in **ITEM 5.** of the Declarations, that the Insured becomes legally obligated to pay for loss or damage to which this insurance applies and that takes place in the Coverage Territory. Except for the terms, definitions, conditions and exclusions of this Policy, the coverage provided by this Policy shall follow the terms, definitions, conditions and exclusions of the applicable First Underlying Insurance Policy(ies) shown in **ITEM 5.A.** of the Declarations.
- B. Regardless of any other warranties, terms, conditions, exclusions or limitations of this Policy, if any applicable Underlying Insurance Policy(ies) does not cover "Ultimate Net Loss" for reasons other than exhaustion of its limit of liability by payment of claims or suits, then this Policy will not cover such "Ultimate Net Loss".
- C. The amount we will pay for the "Ultimate Net Loss" is limited as described in **SECTION II. LIMITS OF INSURANCE.**

SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or suits brought; or
 - 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this Policy will apply as follows:
 - 1. This Policy applies only in excess of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.
 - 2. If our Limits of Insurance stated in **ITEM 4.** of the Declarations are less than the total Limits of Insurance stated in **ITEM 4.** of the Declarations, then our Limits of Insurance shall be that proportion of the "Ultimate Net Loss" to which our Limits of Insurance apply to the total Limits of Insurance stated in **ITEM 4.** of the Declarations and apply only in excess of the total Limits of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations.

3. Subject to Paragraph **B.2.** above, the Each Occurrence limit stated in **ITEM 4.A.** of the Declarations is the most we will pay for the "Ultimate Net Loss" for loss or damages arising out of any one occurrence to which this insurance applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the products-completed operations hazard.
5. Subject to Paragraphs **B.2.** and **B.3.** above, the Other Aggregate Limit stated in **Item 4.B.** of the Declarations is the most we will pay for all "Ultimate Net Loss" except "Ultimate Net Loss" covered under the products-completed operations hazard, that is subject to an aggregate limit provided by the First Underlying Insurance Policy(ies). The Other Aggregate Limit stated in **ITEM 4.B.** applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy(ies).
6. Subject to Paragraphs **B.2., B.3., B.4.** and **B.5.** above, if the total applicable Limits of Insurance of "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations are:
 - a. Exhausted by payment of "Ultimate Net Loss" arising solely out of a claim first made, or occurrence(s) which first took place, during the Policy Period shown in the Declarations and would be covered under the provisions of this Policy, this insurance applies in excess of such exhausted limit(s); or
 - b. Reduced or exhausted by payment of "Ultimate Net Loss" arising out of a claim which was not first made during the Policy Period shown in the Declarations, or occurrence(s) which took place before or after the Policy Period shown in the Declarations or would not be covered under the provisions of this Policy, this insurance applies as if such payments had not been made.
7. The Limits of Insurance shown in **ITEM 4.** of the Declarations apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION III. DEFINITIONS

A. "Ultimate Net Loss"

"Ultimate Net Loss" means the total sum, after reduction for all recoveries including other valid and collectible insurance, excepting only the "Underlying Insurance" scheduled under **ITEM 5.** of the Declarations, actually paid or payable due to a claim or suit for which you or an Insured are liable either by a settlement to which we agreed or a final judgment.

The term "Ultimate Net Loss" shall also include defense costs when such defense costs are included within the limits of insurance of any applicable "Underlying Insurance".

B. "Underlying Insurance"

"Underlying Insurance" means the Policy(ies) and/or self-insured retention identified in **ITEM 5.** of the Declarations. "Underlying Insurance" shall include:

1. The First Underlying Insurance Policy(ies) scheduled in **ITEM 5.A.** of the Declarations;

2. Any Additional Underlying Insurance Policy(ies) scheduled in **ITEM 5.B.** of the Declarations;
and
3. Any renewal or replacement of such Policy(ies).

SECTION IV. CONDITIONS

A. Appeals

If the Insured or underlying insurer elects not to appeal a judgment or award in excess of the limits of the "Underlying Insurance," we may do so at our expense. We will not be liable for any judgment or award that exceeds the Limits of Insurance stated in **ITEM 4.** of the Declarations.

B. Bankruptcy or Insolvency

Your or an Insured's bankruptcy, insolvency or inability to pay will not relieve us from our obligations under this Policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer or insurer providing other insurance, the insurance afforded by this Policy will not drop down or replace such "Underlying Insurance" or other insurance, but will apply as if all limits of any "Underlying Insurance" or other insurance are fully available and collectible.

C. Cancellation

1. You may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **ITEM 1.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour stated in the cancellation notice.
4. If we cancel, earned premium will be calculated pro rata based on the time this Policy was in force.
5. If you cancel, earned premium will be more than a pro rata of the Advanced Premium as shown on **ITEM 6.** of the Declarations; it will be based on the time this Policy was in force and increased by the applicable short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.
7. The first Named Insured in **ITEM 1.** of the Declarations shall act on behalf of all other Insured(s) with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

D. Changes

You must promptly notify us of any newly acquired or formed organizations, or coverage or limit changes made after the inception date of this Policy to the First Underlying Insurance Policy(ies) as scheduled in **ITEM 5.A.** of the Declarations.

Coverage under this Policy will apply to newly acquired or formed organizations only if we endorse the organization as an Insured onto this Policy. Any newly acquired or formed organizations endorsed onto this Policy may be subject to an additional premium and to a premium audit.

E. Coverage Territory

Any claim or suit for loss or damage occurring within the Coverage Territory must be brought within the United States of America.

Coverage Territory shall be deemed to be anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

F. Defense

We have no duty to defend any claim or suit and will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding instituted against you or any Insured for loss or damages to which this insurance may apply. We will have the right and opportunity to participate or associate in the investigation, settlement or defense of any claim, suit or proceeding against you or an Insured for loss or damage to which this insurance may apply. If we exercise such right, which is at our sole discretion, we will do so at our own expense.

G. Maintenance of "Underlying Insurance"

You agree to maintain all "Underlying Insurance" in full force and effect during our Policy Period stated in **ITEM 2.** of the Declarations, except for the reduction of the aggregate limits of the "Underlying Insurance" due to payment of claim(s) or suit(s) for loss or damage to which this insurance may apply. If you fail to comply with this condition precedent, then the insurance provided by this Policy shall only apply as though such "Underlying Insurance" had been in full force and effect by you.

H. Notification of Accidents or Occurrences

1. You or an Insured must see to it that we are notified as soon as practicable of an accident, occurrence or wrongful act which is reasonably likely to result in a claim or suit to which this insurance may apply.

To the extent possible, notice will include:

- a. How, when and where the accident, occurrence or wrongful act took place;
- b. The names and addresses of any injured persons and witnesses;
- c. The nature and location of any loss, injury or damage arising out of the accident, occurrence or wrongful act.

2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
3. You and an Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of loss or damage to which this insurance may also apply.
4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

I. Other Insurance

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

J. Premium

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

K. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

L. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

M. When "Ultimate Net Loss" is Payable

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

SECTION V. EXCLUSIONS

This insurance shall not apply to:

A. Asbestos

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

B. Auto Coverages

XS - 100 (10/08)

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“Ultimate Net Loss” arising out of or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

C. Nuclear

“Ultimate Net Loss”:

1.
 - a. With respect to which the Insured is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the “hazardous properties” of “Nuclear Material” and with respect to which **(1)** any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this Policy not been available 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.
2. “Ultimate Net Loss” resulting from the hazardous properties of “Nuclear Material”, if:
 - a. The “Nuclear Material” **(1)** is at any “nuclear facility” owned by the Insured or operated by the Insured or on the Insured’s behalf, or **(2)** has been discharged or dispensed therefrom;
 - b. The “Nuclear Material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by the Insured or on the Insured’s behalf; or
 - c. The “Ultimate Net Loss” arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “Nuclear Facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **c.** applies only to property damage to such “Nuclear Facility” and any property thereat.
3. As used in this exclusion:
 - a. “Hazardous Properties” includes radioactive, toxic or explosive properties;
 - b. “Nuclear Material” means “Source Material”, “Special Nuclear Material” or “By-Product Material;”
 - c. “Source Material”, “Special Nuclear Material” and “By-product Material” have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - d. “Spent Fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - e. “Waste” means any waste material **(1)** containing “By-Product Material” and **(2)** resulting from the operation by any person or organization of a “Nuclear Facility” included within the definition of “Nuclear Facility” below;
 - f. “Nuclear Facility” means:
 - (1)** Any nuclear reactor;

- (2) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "Spent Fuel", or (iii) handling, processing or packaging wastes;
 - (3) 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 Insured's custody 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;
 - (4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. "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.
- h. "Ultimate Net Loss" includes all forms of radioactive contamination of property.

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This exclusion does not apply if valid "Underlying Insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

E. Workers Compensation and Similar Laws

"Ultimate Net Loss" for any obligation of the Insured under any worker's compensation, disability benefits or unemployment compensation law or any similar law.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Texas Changes – Cancellation and Nonrenewal

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

- A. Paragraphs 2. of **SECTION IV. CONDITIONS**, condition **C. Cancellation** is deleted and replaced with the following:
2. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this Policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this Policy solely because the policyholder is an elected official.
- b. If this Policy has been in effect for more than 60 days, or if it is a renewal or continuation of a Policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the Insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by this Policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- B.** The following condition is added to **SECTION IV. CONDITIONS** and supersedes any other provision to the contrary:

Nonrenewal

1. We may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the Policy qualifies under Paragraph 3. below.

If we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the Policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

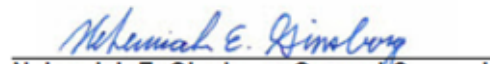
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Texas Changes

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

The following conditions are added to **SECTION IV. CONDITIONS:**

1. Changes In Liability Coverage

- a. With regard to coverage for bodily injury, property damage and personal and advertising injury, unless we are prejudiced by the Insured's or your failure to comply with the requirement, no provision of this Policy requiring you or any Insured to give notice of an accident, occurrence, wrongful act, claim or suit, or forward demands, notices, summonses or legal papers in connection with a claim or suit, will bar coverage under this Policy.

However, Paragraph 1.a. does not apply with respect to the ownership, maintenance or use of covered autos.

2. Claims Handling Procedures

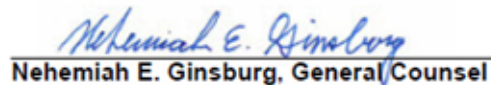
We will notify you in writing of:

- a. An initial offer to compromise or settle a claim made or suit brought against any Insured. The notice will be given no later than the 10th day after the date on which the offer is made.
- b. Any settlement of a claim made or suit brought against the Insured. The notice will be given not later than the 30th day after the date of settlement.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Total Pollution Exclusion With a Building Heating Equipment Exception And a Hostile Fire Exception

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

1. Exclusion **D. Pollution** under **SECTION V. EXCLUSIONS** is replaced with the following:

D. Pollution

1. "Ultimate Net Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This exclusion does not apply to:

- a. "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- b. "Ultimate Net Loss" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations to test for monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of pollutants.

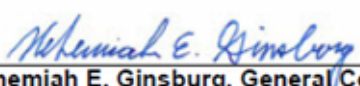
2. As respects this endorsement, the following are added to **SECTION III. DEFINITIONS**:

- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- D. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

All other terms, conditions and exclusions remain unchanged

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Aggregate Limits Amended For Term of Policy

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

SECTION II. LIMITS OF INSURANCE, Paragraph 7. is deleted in its entirety and replaced with the following:

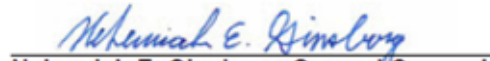
7. The Limits of Insurance of this Policy apply for the Policy Period shown in the Declarations, starting with the beginning of the Policy Period and terminating with the ending date shown in the Declarations, unless the Policy Period is extended after issuance. In that case, the additional period will be deemed part of the preceding Policy Period for purposes of determining the Limits of Insurance.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Steve Blakey, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Texas Continuing or Progressively Deteriorating Damages Endorsement

Policy Number: 1000588272231
Named Insured: City of Austin

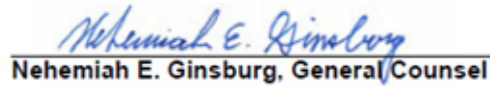
Effective Date: 04/03/2023 at 12:01 A.M.

In the event of continuing or progressively deteriorating damage, such damage shall be deemed to occur only when such damage becomes known to the insured. If the damage first becomes known to the insured during the Policy Period, our Limits of Insurance in effect at the time of such knowledge shall be the only limits that apply.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Defense Condition Amendment

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

SECTION IV. CONDITIONS, condition **F. Defense** is deleted in its entirety and replaced with the following:

F. Defense

1. At our discretion, we may:
 - a. Investigate any occurrence, claim or suit;
 - b. Settle any claim or suit of which we assume control of the settlement or defense.
2. We have the right, but not the duty, to associate with any underlying insurer or other insurers in the defense and control of any claim or suit seeking damages to which this insurance may apply.
3. We have the right and duty to defend any claim or suit against any Insured seeking damages to which this insurance applies when "Underlying Insurance" ceases to apply because of exhaustion of its limits of insurance solely by payment of claims, settlements, judgments, or defense costs subject to such limits, for damages to which this insurance also applies.
4. We will pay, with respect to any claim we investigate or settle, or any suit against an Insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an occurrence we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the Insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
 - f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
5. If we exercise our rights or duties as stated in paragraphs **2.** and **3.** above, any expense related to such right or duty will be defense costs under this Policy.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522


6. After the Limits of Insurance of this policy are used up in the payment of:
- a. Judgments;
 - b. Settlements; or
 - c. Defense costs, if defense costs are included within and erode the limits of insurance of the applicable "Underlying Insurance",

we will not provide any defense under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

EIFS Exclusion

Policy Number: 1000588272231

Effective Date: 04/03/2023 at 12:01 A.M.

Named Insured: City of Austin

A. The following exclusion is added to **SECTION V. EXCLUSIONS:**

This insurance shall not apply to "Ultimate Net Loss" arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

This exclusion applies to all work performed by you or on your behalf.

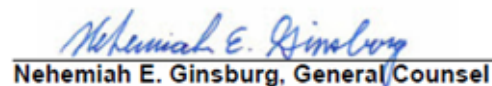
B. For the purposes of this exclusion, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of a rigid or semi rigid insulation board made of expanded polystyrene or other materials, and consisting of:

1. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
2. A reinforced base coat; and
3. A finish coat providing surface texture and color.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Cap on Losses From Certified Acts of Terrorism

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

A. 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.

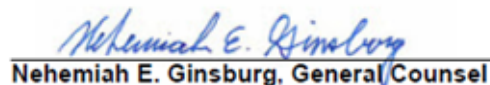
"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Certified Acts of Terrorism Coverage Excess of Retained Amount With Cap on Losses

Policy Number: 1000588272231

Effective Date: 04/03/2023 at 12:01 A.M.

Named Insured: City of Austin

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

SCHEDULE

Certified Acts of Terrorism Retained Amount	\$
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A. Coverage provided by this Policy for "Ultimate Net Loss" arising out of a "certified act of terrorism" applies in excess of the Certified Acts of Terrorism Retained Amount described in paragraph B. below.

B. SECTION II. LIMITS OF INSURANCE is amended to include the following:

The Certified Acts of Terrorism Retained Amount refers to the amount stated in the Schedule of this endorsement. This amount may consist of a self-insured retention, "Underlying Insurance" or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

- 1. Only to "Ultimate Net Loss" arising out of a "certified act of terrorism" covered under this Policy; and**
- 2. Separately to each "certified act of terrorism".**

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained Amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

C. SECTION IV. CONDITIONS, is amended to include the following condition:

Cap on Losses From Certified Acts of Terrorism

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.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

D. SECTION III. DEFINITIONS, is amended to include the following definition:

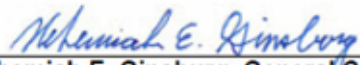
"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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.
- E. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE – EXCLUSION OF TERRORISM

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed as follows:

- A.** Any provision, rider or endorsement addressing acts of terrorism (however defined) in the First Underlying Insurance Policy(ies) does not apply to this Policy.
- B.** The provisions of this endorsement:
 - 1. Apply only to "Ultimate Net Loss" arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
 - 2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to "Ultimate Net Loss" arising out of the ownership, maintenance or use of any auto that is a covered auto.

- C. SECTION III. DEFINITIONS** is amended to include the following:

"Terrorism"

"Terrorism" means activities against persons, organizations or property of any nature:

- a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence;
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b.** When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- D. SECTION V. EXCLUSIONS** is amended to include the following:

Terrorism

"Ultimate Net Loss" caused directly or indirectly by "Terrorism," including action in hindering or defending against an actual or expected incident of "Terrorism." Any loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "Terrorism":

- 1. The "Terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the "Terrorism" was to release such material;
3. The "Terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "Terrorism" was to release such materials;
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "Terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death;
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "Terrorism" that occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **D.5.** or **D.6.** above are exceeded.

With respect to this exclusion, paragraphs **D.5.** and **D.6.** above describe the threshold used to measure the magnitude of an incident of "Terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "Terrorism," there is no coverage under this Policy.

In the event of any incident of "Terrorism" that is not subject to this exclusion, coverage does not apply to any "Ultimate Net Loss" that is otherwise excluded under this Policy.

- E. The exclusion(s) stated above does not apply to "Ultimate Net Loss" resulting from the ownership, maintenance or use of a covered "auto" principally garaged in Florida, Georgia, New York or Virginia.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUANCE OF EXCESS LIABILITY POLICY PRIOR TO RECEIPT OF FIRST UNDERLYING INSURANCE POLICY(IES) AMENDATORY ENDORSEMENT

Policy Number: 1000588272231

Effective Date: 04/03/2023 at 12:01 A.M.

Insured Name: City of Austin

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION I. COVERAGE**, paragraph **A.** is amended to include the following:

The First Underlying Insurance Policy(ies) should reflect bound coverage consistent with the warranties, terms, conditions, exclusions and limitations contained in the binder(s) for the First Underlying Insurance Policy(ies), dated 04/03/2023.

Following the issuance of the First Underlying Insurance Policy(ies), you shall forward a copy of such policy(ies) to us for review. If, upon review, we conclude that there are any differences in coverage between the binder(s) and the First Underlying Insurance Policy(ies), such differences will not be binding upon us unless (1) we agree to such differences in writing and (2) you agree to any additional premium and/or amendment to the Policy required by us and related to such differences in coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Communicable Disease Exclusion

Policy Number: 1000588272231
Named Insured: City of Austin

Effective Date: 04/03/2023 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION V. EXCLUSIONS** is amended to include the following:


Communicable Disease

"Ultimate Net Loss" arising out of the actual or alleged transmission of a communicable disease. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

Policy Number: 1000588272231

Effective Date: 04/03/2023 at 12:01 A.M.

Named Insured: City of Austin

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

A. The following exclusion is added to SECTION V. EXCLUSIONS:

This insurance does not apply to:

Cannabis

1. "Ultimate Net Loss" arising out of:

- a.** The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
- b.** The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. Property damage to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

However, Paragraph **A.1.b.** does not apply to bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1)** An insured; or
- (2)** Any other person for whom you are legally responsible

but only if the bodily injury or property damage does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. If the applicable First Underlying Insurance Policy(ies) provides coverage for personal and advertising injury caused by:

- 1.** False arrest, detention or imprisonment; or
- 2.** The wrongful eviction from, wrongful entry into, or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then the exclusion in Paragraph **A.** does not apply to "Ultimate Net Loss" that is personal and advertising injury caused by such offenses.

C. The following definition is added to SECTION III. DEFINITIONS:

"Cannabis":

1. Means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.
2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:
 - a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
 - b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

POLICY NUMBER: 1000588272231

EXCESS LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

Effective Date of Change: 04/03/2023

Change Endorsement No.: 1

Named Insured: City of Austin

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties: | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Self-Insured Retention |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Insurance |

is (are) changed to read **{See Additional Page(s)}**:


The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		\$	\$



Starr Indemnity & Liability Company

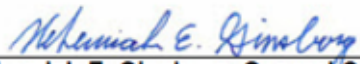
Dallas, TX 1-866-519-2522

Endorsement Effective:04/03/2023	Countersigned By: 
Named Insured:City of Austin	(Authorized Representative)

POLICY CHANGES ENDORSEMENT DESCRIPTION
<p>The Carrier for Policy No. 140000976, as shown on the Schedule of Underlying Insurance XS 102 (10/08), is hereby amended from QBE Insurance Corp. to QBE Specialty Insurance Co. (See Attached)</p> <p>All other terms and conditions of this Policy remain unchanged.</p>

Signed for the Company as of the Effective Date above:


 Steve Blakey, President


 Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Excess Liability Policy Schedule of Underlying Insurance

Policy Number: 1000588272231	Effective Date: 04/03/2023 at 12:01 A.M.
Named Insured: City of Austin	Issuing Company: Starr Indemnity & Liability Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy Period	Limits of Insurance	
A. First Underlying Insurance Policy(ies)		
Coverage: Excess Liability	\$15,000,000	Each Occurrence Limit
Carrier: Indem Ins Co. of North America	\$15,000,000	Other Aggregate Limit
Policy No.: XSM G47398137 001	\$15,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit
B. Additional Underlying Insurance Policy(ies)		
Coverage: General Liability	\$2,000,000	Each Occurrence Limit
Carrier: LM Insurance Corp.	\$4,000,000	Other Aggregate Limit
Policy No.: TB5-661-067424-023	\$4,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit
Coverage: Employers Liability	\$1,000,000	Each Accident
Carrier: LM Insurance Corp.	\$1,000,000	Disease - Each Employee Limit
Policy No.: WA5-66D-067424-013	\$1,000,000	Disease - Policy Limit
Policy Period: 04/03/2023 - 04/03/2026		
Coverage: Excess Liability	\$5,000,000	Each Occurrence Limit
Carrier: QBE Specialty Insurance Co.	\$5,000,000	Other Aggregate Limit
Policy No.: 140000976	\$5,000,000	Products-Completed Operations
Policy Period: 04/03/2023 - 04/03/2029		Aggregate Limit



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Coverage: Excess Liability

Carrier: Allied World Specialty Ins Co.

Policy No.: 0313-7437

Policy Period: 04/03/2023 - 04/03/2029

\$5,000,000

Each Occurrence Limit

\$5,000,000

Other Aggregate Limit

\$5,000,000

Products-Completed Operations
Aggregate Limit

Date of
Issue:

07/13/2023

Authorized Representative: