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07/24/2014

EXCESS LIABILITY DECLARATIONS

Starr Indemnity & Liability Company

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

POLICY NUMBER: SISCPEA00000222 **RENEWAL OF:** SISCPEA00000413

PRODUCER NAME: AmWINS Insurance Brokerage of California

ADDRESS: 19867 Prairie St. Suite 250
Chatsworth, CA 91311

ITEM 1. **NAMED INSURED:** CITY OF GLENDALE, AZ

ADDRESS: 5850 W. Glendale - Suite B56
Glendale, AZ 85301

ITEM 2: **POLICY PERIOD: FROM** 07/01/2014 **TO** 07/01/2015

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.	$15,000,000	Each Occurrence
B.	N/A	Other Aggregate(s), Where Applicable
C.	$15,000,000	Products-Completed Operations Aggregate

ITEM 5. **"UNDERLYING INSURANCE"**

A. First Underlying Insurance Policy(ies)

Insurer	Policy No.	Policy Period
See attached Schedule of Underlying Insurance		

B. Additional Underlying Insurance Policy(ies)

Insurer	Policy No.	Policy Period

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ITEM 6. POLICY PREMIUM:

Advance Premium	Minimum Premium	Minimum Earned Premium
$127,602	N/A	$31,900

Estimated Exposure	Rate Per	Audit Period
N/A	N/A	N/A

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:

Email: 4869excessclaims@yorkrsg.com
Telephone: 1-866-391-9675
Fax: (973) 404-1040

Provide the following information when reporting a claim:

1. York Client Code: 4869
2. Policy Numbers

ITEM 8. ENDORSEMENTS ATTACHED:

Title	*Form Number*
Excess Liability Declarations	XS 101 D 10 08
Policy Changes	XS 103 10 08
Policy Changes	XS 103 10 08
Excess Liability Policy Schedule Of Underlying Insurance	XS 102 10 08
Excess Liability Policy Form	XS 100 10 08
Earlier Notice Of Cancellation Provided By Us	XS 147 10 08
Arizona Changes - Cancellation And Nonrenewal	XS 301 AZ 10 08
Auto Coverage - Exclusion Of Terrorism	XS 341 10 08
Cap On Losses From Certified Acts Of Terrorism	XS 342 10 08
Disclosure Pursuant To Terrorism Risk Insurance Act	XS 344 10 08
CV Starr Excess Casualty Program Claim Reporting Guidelines	XS CLAIMS NOTICE

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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 07/24/2014 BY

DATE AUTHORIZED REPRESENTATIVE

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

POLICY NUMBER: SISCPEA00000222 **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: July 01, 2014
Change Endorsement No.: N/A
Named Insured: City of Glendale, AZ

The following item(s):

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

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

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

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

✔ NO CHANGES	☐ TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM $	RETURN PREMIUM $
Endorsement Effective: July 01, 2014		Countersigned By:	
Named Insured: City of Glendale, AZ		(Authorized Representative)	

POLICY CHANGES ENDORSEMENT DESCRIPTION

AMENDMENT
COMPLETED OPERATIONS HAZARD LIMIT

I. Item **4. LIMITS OF INSURANCE** part **C.** Products-Completed Operations Aggregate on the Declarations is deleted in its entirety and replaced with the following:

C. $ 15,000,000 Completed Operations Hazard Aggregate

II. **SECTION II. LIMITS OF INSURANCE** paragraphs **4.** and **5.** are deleted in their entirety and replaced by the following:

4. Subject to Paragraphs **B.2.** and **B.3.** above, the limit stated in **Item 4.C.** of the Declarations for the Completed Operations Aggregate is the most we will pay for all "Ultimate Net Loss" under the 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 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).

All other terms and conditions of this Policy remain unchanged.

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Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

POLICY NUMBER: SISCPEA00000222 **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: July 1, 2014
Change Endorsement No.: N/A
Named Insured: City of Glendale, AZ

The following item(s):

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

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

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

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

☑ NO CHANGES	☐ TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM $	RETURN PREMIUM $
Endorsement Effective: July 1, 2014		Countersigned By	
Named Insured: City of Glendale, AZ			(Authorized Representative)

POLICY CHANGES ENDORSEMENT DESCRIPTION

SECTION IV. CONDITIONS, E. Coverage Territory is deleted in its entirety and replaced with the following:

1. 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. Treaty Department's Office of Foreign Assets Control ("OFAC").

2. If a suit is brought in a part of the Coverage Territory that is outside the United States of America, and the insured becomes legally obligated to pay loss or damage to which this insurance applies, we will reimburse the insured for such sums.

   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. Treaty Department's Office of Foreign Assets Control ("OFAC").

   All reimbursements we make for loss or damage because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums.

   Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America.

   The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

All other terms and conditions of this Policy remain unchanged.

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Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Excess Liability Policy
Schedule of Underlying Insurance

Policy Number: SISCPEA00000222	**Effective Date:** 07/01/2014 at 12:01 A.M.
Named Insured: CITY OF GLENDALE, AZ	**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) Carrier: Technology Insurance Company Policy No.: TPP1014257 03 Coverage: Special Excess Liability Policy for the Alliant National Municipal Liability (ANML) Program Policy Period: 07/01/2014 to 07/01/2015	Limits: $10,000,000 Completed Operations Hazard Annual Aggregate $10,000,000 any one Occurrence for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury *or any combination thereof in excess of your* "Retained Limit". Excess of $1M SIR

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Dallas, TX 1-866-519-2522

B. Additional Underlying Insurance Policy(ies)

Date of Issue:	07/24/2014	Authorized Representative:	

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Starr Indemnity & Liability Company

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

Excess Liability Policy

Named Insured: CITY OF GLENDALE, AZ

Policy Number: SISCPEA00000222

Effective Date: 07/01/2014 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:

Charles H. Dangelo, 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.

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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;

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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.

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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.

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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

4. 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.

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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

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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:

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(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.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Earlier Notice of Cancellation Provided by US

Policy Number: SISCPEA00000222
Named Insured: CITY OF GLENDALE, AZ

Effective Date: 07/01/2014 at 12:01 A.M.

SCHEDULE

Number Of Days' Notice	90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the **Cancellation** Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Arizona Changes – Cancellation and Nonrenewal

Policy Number: SISCPEA00000222 **Effective Date:** 07/01/2014 at 12:01 A.M.
Named Insured: CITY OF GLENDALE, AZ

A. SECTION IV. CONDITIONS, condition **C. Cancellation** is amended to include the following provisions:

9. Cancellation of Policies in effect for 60 days or more

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a Policy we issued, we may cancel this Policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

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

Nonrenewal

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this Policy.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:

   a. We or a company within the same insurance group has offered to issue a renewal Policy; or

   b. You have obtained replacement coverage or agreed in writing to do so.

Renewal

1. If we elect to renew this Policy and the renewal is subject to any of the following:

   a. Increase in premium;

   b. Change in deductible;

   c. Reduction in Limits of Insurance; or

   d. Substantial reduction in coverage;

   we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this Policy, the following procedures apply:

   a. The present Policy will remain in effect until the earlier of the following:

   (i) 60 days after the date of mailing or delivery of the notice; or

   (ii) The effective date of replacement coverage obtained by the first Named Insured.

   b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

   (i) The rates applicable to the terminated policy; or

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Dallas, TX 1-866-519-2522

(ii) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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Dallas, TX 1-866-519-2522

Auto Coverage – Exclusion of Terrorism

Policy Number: SISCPEA00000222 **Effective Date:** 07/01/2014 at 12:01 A.M.
Named Insured: CITY OF GLENDALE, AZ

Any endorsement addressing acts of terrorism (however defined) in any "Underlying Insurance" does not apply to this Policy.

A. The provisions of this endorsement:

1. Apply only to loss or damage 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 injury or damage arising out of the ownership, maintenance or use of any auto that is a covered auto.

B. The following definition is added to **SECTION III. DEFINITIONS** and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

1. "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; or

   (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.

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

Exclusion of Terrorism

This insurance shall not apply to loss or damage 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 injury 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; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

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; or

   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" which 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 **C.5.** or **C.6.** above are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.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

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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 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:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Cap on Losses From Certified Acts of Terrorism

Policy Number: SISCPEA00000222 **Effective Date:** 07/01/2014 at 12:01 A.M.
Named Insured: CITY OF GLENDALE, AZ

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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Dallas, TX 1-866-519-2522
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Dallas, TX 1-866-519-2522

Disclosure Pursuant to Terrorism Risk Insurance Act

Policy Number: SISCPEA00000222 **Effective Date:** 07/01/2014 at 12:01 A.M.
Named Insured: CITY OF GLENDALE, AZ

SCHEDULE

Terrorism Premium (Certified Acts): $2,502 **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):** **Additional information, if any, concerning the terrorism premium:**
Information required to complete this Schedule, if not shown above, will be shown in the Policy Declarations.

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 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), 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 Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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Dallas, TX 1-866-519-2522

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CLAIM REPORTING PROCEDURES

All claims for the **Excess Starr Companies Program**, regardless of severity or location should be reported to the YORK Claims Intake Center. The YORK Claims Intake Center is ready to accept new losses and provides different options for you to submit new loss reports:

Phone: (866) 391-9675

Fax: 866-695-3651

Email: 4869excessclaims@yorkrsg.com

Mail: York Risk Services Group, Inc
Attn. OSC
P.O. Box 183188
Columbus, OH 43218-3188

To expedite the handling of your new claim, the following information must be provided when reporting a claim:

1. **Named Insured:** _____
2. **Policy Number:** _____

The York Claims Intake Center will review all claims notices upon receipt and assign to the York handling branch office. A claim acknowledgement will then be transmitted to the designated individuals advising of the York claim number and the adjuster assigned to the claim.

Key Contacts:

OSC Contact: Jacob A. Banker, Assistant Vice President
Email: Jacob.Banker@Yorkrsg.com

York SAM Contact: Jennifer J. Cordi, Senior Account Manager- WC
Email: Jennifer.Cordi@Yorkrsg.com
Contact #: (908) 783-1278

Starr Contact: Lee Sheridan, Excess Casualty Claim Manager
Email: lee.sheridan@starrcompanies.com
Contact #: (646) 560-0016, Cell #: (347) 276-9574