

# Beazley InfoSec DECLARATIONS

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

These Declarations along with the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

## GENERAL INFORMATION

<b>Underwriters:</b>	Beazley Syndicate AFB 2623 / 623 - 100%
<b>Named Insured:</b>	Association of California Water Agencies Joint Powers Insurance Authority (and as per Named Insured Endorsement)
<b>Named Insured Address:</b>	2100 Professional Drive, Roseville, California, 95661 United States of America.
<b>Notice of Claim, Loss or Circumstance:</b>	Beazley Group Attn: TMB Claims Group 1270 Avenue of the Americas, 12 <sup>th</sup> Floor New York, NY 10020 Email: <a href="mailto:tmbclaims@beazley.com">tmbclaims@beazley.com</a>
	And
	RKH Specialty, One Creechurch Place, London, EC3A 5AF, United Kingdom. Email: <a href="mailto:FLnewclaims@rkhspecialty.com">FLnewclaims@rkhspecialty.com</a>

## POLICY INFORMATION

<b>Policy Period:</b>	From: 01 July 2020 To: 01 July 2021 Both at 12:01 a.m. Local Time at the Named Insured Address
<b>Premium:</b>	USD 123,000.00 for 100% annual  Plus Taxes & Surcharges (if applicable)
<b>Policy Form:</b>	Beazley InfoSec, F00671 122017 ed as attached
<b>Optional Extension Period:</b>	To be determined at the time of election
<b>Optional Extension Premium:</b>	To be determined at the time of election
<b>Waiting Period:</b>	10 Hours
<b>Continuity Date:</b>	01 July 2020
<b>Retroactive Date:</b>	1st July 2010 in regards to Member List 1 and 1st July 2020 in regards to Member list 2.

### COVERAGE SCHEDULE (Currency in USD)

	Limit	Retention
<b>Policy Aggregate Limit of Liability:</b>	\$5,000,000; but sublimited to a \$5,000,000 maximum sublimit per Member/Insured (the <b>Member/Insured Limit of Liability</b> ):	\$ 10,000 Per Occurrence, Pool Members with TIV under \$5,000,000  \$ 25,000 Per Occurrence, Pool Members with TIV between \$5,000,000 to \$25,000,000  \$ 50,000 Per Occurrence, Pool Members with TIV above \$25,000,000

#### Breach Response

Breach Response Costs	\$5,000,000 per Member/Insured
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#### First Party Loss

Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	\$5,000,000 per Member/Insured
<i>Resulting from System Failure:</i>	\$5,000,000 per Member/Insured
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	\$5,000,000 per Member/Insured
<i>Resulting from Dependent System Failure:</i>	\$5,000,000 per Member/Insured
Cyber Extortion Loss:	\$5,000,000 per Member/Insured
Data Recovery Costs:	\$5,000,000 per Member/Insured

#### Liability

Data & Network Liability:	\$5,000,000 per Member/Insured
Regulatory Defense & Penalties:	\$5,000,000 per Member/Insured
Payment Card Liabilities & Costs:	\$5,000,000 per Member/Insured
Media Liability:	\$5,000,000 per Member/Insured

#### eCrime

Fraudulent Instruction:	\$75,000 per Member/Insured
Funds Transfer Fraud:	\$75,000 per Member/Insured
Telephone Fraud:	\$75,000 per Member/Insured

#### Criminal Reward

Criminal Reward:	\$25,000 per Member/Insured
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### ENDORSEMENTS EFFECTIVE AT INCEPTION

1. State Consumer Privacy Statutes Endorsement
2. Sanction Limitation and Exclusion Clause
3. War and Civil War Exclusion
4. Asbestos, Pollution and Contamination Exclusion
5. GDPR Endorsement
6. Voluntary Shut Down Endorsement
7. Amend Data Recovery Costs
8. Cryptojacking Endorsement USD 25,000 per member

9. Invoice Manipulation USD 100,000 Sublimit
10. Employee Device Endorsement
11. Named Insured List Endorsement
12. 60 Day Premium Payment Warranty – 623AFB00082 (amended).
13. Nuclear Incident Exclusion Clause
14. Radioactive Contamination Exclusion Clause
15. LMA9104 Policyholder Disclosure Notice of Terrorism Insurance Coverage
16. Member List 1
17. Member List 2

## Beazley InfoSec

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Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

### INSURING AGREEMENTS

#### Breach Response

To indemnify the **Insured Organization** for **Breach Response Costs** incurred by the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

#### First Party Loss

To indemnify the **Insured Organization** for:

##### *Business Interruption Loss*

**Business Interruption Loss** that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

##### *Dependent Business Interruption Loss*

**Dependent Business Loss** that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

##### *Cyber Extortion Loss*

**Cyber Extortion Loss** that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

##### *Data Recovery Costs*

**Data Recovery Costs** that the **Insured Organization** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

#### Liability

##### *Data & Network Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
  - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
  - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

#### *Regulatory Defense & Penalties*

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

#### *Payment Card Liabilities & Costs*

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

#### *Media Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

### eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;
2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

### Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

## DEFINITIONS

**Additional Insured** means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

**Beazley Nominated Service Provider** means a vendor or service provider recommended by the Underwriters after an incident (or reasonably suspected incident) described in the Breach Response insuring agreement.

**Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

**Breach Response Costs** means the following fees and costs incurred by the **Insured Organization** with the Underwriters' prior written consent in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement**;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's PCI** compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call center to respond to inquiries about a **Data Breach**;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

**Breach Response Costs** will not include any internal salary or overhead expenses of the **Insured Organization**.

**Business Interruption Loss** means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

**Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

**Claim** means:

1. a written demand received by any **Insured** for money or services;

2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

**Claims Expenses** means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

**Claims Expenses** will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

**Continuity Date** means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

**Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

**Criminal Reward Funds** means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

**Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

**Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

**Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

**Data Breach** means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

**Data Recovery Costs** means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

**Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

**Dependent Business** means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

**Dependent Business Loss** means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.



**Dependent Business Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

**Dependent Security Breach** means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

**Dependent System Failure** means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

**Dependent System Failure** will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

**Digital Currency** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

**Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

**Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

**Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

**Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

**Fraudulent Instruction** means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

**Fraudulent Instruction** will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

**Funds Transfer Fraud** means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

**Funds Transfer Fraud** will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

**Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

**Individual Contractor** means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status

of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

**Insured** means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

**Insured Organization** means the **Named Insured** and any **Subsidiaries**.

**Loss** means **Breach Response Costs, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

**Media Liability** means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;

4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

**Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

**Merchant Services Agreement** means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the Named Insured listed in the Declarations.

**PCI Fines, Expenses and Costs** means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

**Penalties** means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

**Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

**Personally Identifiable Information** means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and

2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

**Policy Period** means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

**Privacy Policy** means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

**Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

**Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

**Security Breach** means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

**Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
  - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
  - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

**System Failure** means an unintentional and unplanned interruption of **Computer Systems**.

**System Failure** will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

**Telephone Fraud** means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

**Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

**Transfer Account** means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

**Unauthorized Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

**Unauthorized Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

**Waiting Period** means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

## EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

### Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

### Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

### Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

### Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

#### **Racketeering, Benefit Plans, Employment Liability & Discrimination**

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

#### **Sale or Ownership of Securities & Violation of Securities Laws**

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

#### **Criminal, Intentional or Fraudulent Acts**

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

#### **Patent, Software Copyright, Misappropriation of Information**

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

### Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

### Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

### Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

### Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

### First Party Loss



with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organization's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

## LIMIT OF LIABILITY AND COVERAGE

### Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss** payable under this Policy.

The limit of liability listed in the Declarations under the Coverage Schedule as the "**Member/Insured Limit of Liability**" is the combined total limit of liability for all **Loss** payable under this policy for each Member/Insured.

The limit of liability payable under each insuring agreement will be an amount equal to the **Member/Insured Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Member/Insured Limit of Liability** and the overall **Policy Aggregate Limit of Liability**.

The Underwriters' will increase the limit for **Breach Response Costs** by 100% if the **Insured Organization** agrees to utilize services entirely from **Beazley Nominated Service Providers** for the provision all services covered under the Breach Response Insuring Agreement.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Loss**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

## RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

The Retention listed in the Declarations for each "Member/Insured applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

### OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

### GENERAL CONDITIONS

#### Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Costs**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000 per member, that the **Named Insured** incurs to contract with a third party to prepare

such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

### Beazley Breach Response Services

The **Named Insured** will also have access to educational and loss control information and services made available by the Underwriters from time to time and includes access to beazleybreacholutions.com, a dedicated portal through which it can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. The **Named Insured** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

### Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim**, the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Notice of an actual or suspected **Data Breach** or **Security Breach** to the Beazley Breach Response Services Team will qualify such incident as a notified circumstance under this Policy.

### Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

### Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties** and **PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

### Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

### Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

### Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

### Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

### Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

### Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

### Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

### Cancellation

This Policy may be cancelled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be cancelled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

### Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

### Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

### Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

#### **Named Insured as Agent**

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 001**

### **STATE CONSUMER PRIVACY STATUTES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

#### **State Consumer Privacy Statutes**

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The **Governmental Actions** exclusion and part 1. of the **Gathering or Distribution of Information** exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the **Trade Practices and Antitrust** exclusion is deleted in its entirety and replaced with the following:

#### **Trade Practices**

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

#### **Antitrust**

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 002**

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

This endorsement modifies insurance provided under the following:

##### **BEAZLEY INFOSEC**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 003**

### **WAR AND CIVIL WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

#### **War and Civil War**

For resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 01 July 2020

This Endorsement is attached to and forms a part of Policy Number: PH2002735

Endorsement Number: 004

### **ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 005**

### **GDPR CYBER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **INFORMATION SECURITY & PRIVACY INSURANCE WITH ELECTRONIC MEDIA LIABILITY COVERAGE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Insuring Agreement A. is amended by the addition of:

6. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
  - (i) Article 5.1(f), also known as the Security Principle;
  - (ii) Article 32, Security of Processing;
  - (iii) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
  - (iv) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 006**

### **VOLUNTARY SHUTDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Security Breach** is deleted in its entirety and replaced with the following:

**Security Breach** means:

1. A failure of computer security to prevent:
  - (i) **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
  - (ii) a denial of service attack affecting **Computer Systems**;
  - (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
  - (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or
2. Solely with respect to the Business Interruption Loss insuring agreement:
  - (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, with the Underwriters' prior consent, but only to the extent necessary to limit the **Loss** resulting from a situation described in 1.(i) or 1.(iv) above; or
  - (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 007**

**AMEND DATA RECOVERY COSTS**

This endorsement modifies insurance provided under the following:

**BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

*Data Recovery Costs*

**Data Recovery Costs** that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Effective date of this Endorsement: 01 July 2020

This Endorsement is attached to and forms a part of Policy Number: PH2002735

Endorsement Number: 008

### CRYPTOJACKING ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD 25,000 for each Insured/Member each claim
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD as per the retentions listed in the declarations
3. **INSURING AGREEMENTS** is amended to include:

#### **Cryptojacking**

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

**Cryptojacking** means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 009**

### **INVOICE MANIPULATION COVERAGE**

This endorsement modifies insurance provided under the following:

#### **Beazley Infosec**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD 100,000 each Member/Insured each loss.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be as per the coverage schedule listed in the declarations.
3. **INSURING AGREEMENTS** is amended to include:

#### **Invoice Manipulation**

To indemnify the **Insured Organization** for **Direct Net Loss** resulting directly from the **Insured Organization's** inability to collect **Payment** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Invoice Manipulation** that the **Insured** first discovers during the **Policy Period**:

4. **DEFINITIONS** is amended to include:

**Direct Net Loss** means the direct net cost to the **Insured Organization** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

**Invoice Manipulation** means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Breach** or a **Data Breach**.

**Payment** means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 010**

**EMPLOYEE DEVICE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BEAZLEY INFOSEC**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Computer Systems** is amended to include computers, any software residing on such computers and any associated devices or equipment (including but not limited to wireless or mobile devices), operated by any person listed in parts 2., 3. or 4. of the **Insured** definition, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business.

All other terms and conditions of this Policy remain unchanged.



**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 011**

**NAMED INSURED LIST ENDORSEMENT**

It is hereby noted and agreed that, the Named Insured List is as per the below document:

<b><u>Member District</u></b>	<b><u>Total Property Value</u></b>
Alameda County Water District	161,309,539.55
Alpaugh Community Services District	1,076,027.02
Alpaugh Irrigation District	4,093,301.58
Alta Irrigation District	2,642,874.44
Amador Water Agency	31,758,822.45
American River Flood Control District	1,197,645.90
Angiola Water District	3,132,957.24
Antelope Valley-East Kern Water Agency	125,253,108.33
Apple Valley Foothill County Water District	1,454,826.37
Aromas Water District	3,910,270.01
Arvin-Edison Water Storage District	85,145,143.88
Association of California Water Agencies JPIA	4,907,195.88
Banta Carbona Irrigation District	15,866,530.54
Bard Water District	631,835.71
Beaumont-Cherry Valley Water District	18,724,286.14
Bella Vista Water District	27,656,016.37
Belridge Water Storage District	10,735,133.82
Berrenda Mesa Water District	11,896,856.89
Big Bear Municipal Water District	6,148,293.99
Bodega Bay Public Utility District	6,517,795.76
Bolinas Community Public Utility District	5,667,905.85
Boron Community Services District	1,040,470.68
Borrego Water District	10,201,376.82
Browns Valley Irrigation District	5,605,538.07
Buena Vista Water Storage District	7,026,410.37
Butte Water District	1,136,363.03
Byron-Bethany Irrigation District	24,786,195.38
Cachuma Operation and Maintenance Board	1,574,583.88
Calaveras County Water District	53,646,421.59
Calaveras Public Utility District	12,398,844.54
Calleguas Municipal Water District	88,379,017.62
Camrosa Water District	22,145,987.75
Carmichael Water District	49,224,548.70
Carpinteria Valley Water District	15,233,825.65
Castroville Community Services District	9,918,407.40
Central California Irrigation District	12,850,905.23
Central Coast Water Authority	79,658,453.43

Central Water District	2,753,617.60
Channel Islands Beach Community Services Dist	1,382,743.24
Chino Basin Desalter Authority	157,460,965.15
Chino Basin Water Conservation District	5,077,957.15
Chowchilla Water District	2,707,953.03
Circle Oaks County Water District	2,757,396.24
Citrus Heights Water District	6,295,670.59
Clear Creek Community Services District	8,079,258.80
Clearlake Oaks County Water District	13,719,240.20
Coastside County Water District	25,080,031.19
Consolidated Irrigation District	2,588,347.97
Corcoran Irrigation District	627,789.00
Corning Water District	3,942,410.15
Cottonwood Water District	1,258,350.97
Crestline Village Water District	24,207,055.45
Crestline-Lake Arrowhead Water Agency	40,761,750.03
Cucamonga Valley Water District	203,176,850.63
Del Paso Manor Water District	3,485,262.48
Delano-Earlimart Irrigation District	6,721,244.40
Desert Water Agency	28,820,132.36
Devil's Den Water District	31,346.21
Diablo Water District	27,000,000.00
Ducor Community Services District	1,571,175.78
Dunnigan Water District	2,142,977.27
East Contra Costa Irrigation District	8,884,515.81
East Orange County Water District	3,705,374.90
El Dorado Irrigation District	105,884,722.47
El Toro Water District	50,194,209.87
Elsinore Valley Municipal Water District	145,720,836.15
Empire West Side Irrigation District	144,242.21
Fair Oaks Water District	16,014,950.14
Fall River Valley Community Services District	2,543,095.87
Fallbrook Public Utility District	51,673,677.26
Feather Water District	2,275,800.27
Florin Resource Conservation District/Elk Grove Water District	19,495,519.82
Foothill Municipal Water District	8,378,966.47
Forestville Water District	5,493,062.27
Frazier Park Public Utility District	3,407,613.18
Fresno Irrigation District	19,571,321.26
Fresno Metropolitan Flood Control District	37,857,040.11
Fresno Slough Water District	345,240.80
Friant Water Authority	69,221,370.27
Georgetown Divide Public Utility District	11,003,365.47
Glenn-Colusa Irrigation District	16,845,452.89
Golden Hills Community Services District	6,093,462.21
Goleta Water District	35,400,867.04
Helix Water District	86,290,630.78
Hi-Desert Water District	25,562,686.99
Humboldt Bay Municipal Water District	32,035,798.51
Humboldt Community Services District	11,474,241.62

Idyllwild Water District	7,497,508.33
Ivanhoe Irrigation District	841,874.67
Ivanhoe Public Utility District	2,795,582.60
James Irrigation District	1,803,295.78
Joshua Basin Water District	19,938,262.48
Kanawha Water District	1,878,528.58
Kaweah Delta Water Conservation District	4,271,178.76
Kern County Water Agency	140,740,318.39
Kern Delta Water District	7,487,625.99
Kern Water Bank Authority	15,496,910.34
Kern-Tulare Water District	7,627,271.60
Kings County Water District	1,328,120.02
Kings River Conservation District	4,009,700.80
Kinneloa Irrigation District	824,840.54
Kirkwood Meadows Public Utility District	38,468,629.52
La Canada Irrigation District	6,944,412.53
La Habra Heights County Water District	15,634,524.51
La Puente Valley County Water District	12,776,788.64
Laguna Beach County Water District	17,377,305.65
Laguna Irrigation District	1,800,253.15
Lakeside Irrigation Water District	463,462.69
Lakeside Water District	1,364,836.21
Laton Community Services District	2,358,404.34
Laytonville County Water District	2,894,478.68
Le Grand-Athlone Water District	42,742.05
Littlerock Creek Irrigation District	3,791,313.66
Los Alamos Community Services District	4,692,273.53
Lost Hills Water District	6,698,730.90
Lower Tule River Irrigation District	6,993,268.71
Madera Irrigation District	7,917,514.63
Madera Water District	4,164,240.47
Madera-Chowchilla Water and Power Authority	11,812,312.23
Main San Gabriel Basin Watermaster	524,066.33
Maine Prairie Water District	1,060,772.78
Majestic Pines Community Services District	3,437,360.83
Mammoth Community Water District	77,543,237.55
Mariana Ranchos County Water District	1,725,771.22
Marina Coast Water District	59,019,914.32
Merced Irrigation District	149,330,127.82
Mesa Water District	75,018,977.96
Mission Hills Community Services District	39,725,424.36
Mission Springs Water District	6,922,687.22
Mojave Public Utility District	3,539,674.92
Mojave Water Agency	36,784,268.22
Montague Water Conservation District	1,865,895.67
Monte Vista Water District	28,569,828.36
Montecito Water District	22,176,808.64
Moulton Niguel Water District	101,360,837.23
Mountain Gate Community Services District	4,177,181.87
Municipal Water District of Orange County	3,620,131.75

North Coast County Water District	5,537,157.91
North San Joaquin Water Conservation District	3,541,679.88
North Yuba Water District	4,793,655.97
Oakdale Irrigation District	10,618,904.43
Orange County Water District	380,378,574.12
Orange Cove Irrigation District	5,873,010.59
Orchard Dale Water District	7,588,832.50
Orosi Public Utility District	2,844,149.07
Otay Water District	405,000,000.00
Pacheco Water District	829,188.68
Pajaro Valley Water Management Agency	4,414,205.75
Pajaro/Sunny Mesa Community Services District	7,238,128.40
Palm Ranch Irrigation District	3,314,290.46
Palmdale Water District	79,822,411.51
Palo Verde Irrigation District	4,853,380.56
Panoche Drainage District	2,515,374.07
Panoche Water District	6,077,144.96
Paradise Irrigation District	30,441,715.05
Patterson Irrigation District	10,681,775.87
Pebble Beach Community Services District	17,380,736.61
Pescadero Reclamation District #2058	1,628,302.38
Pico Water District	4,035,722.50
Pinedale County Water District	763,173.98
Pixley Irrigation District	1,364,196.05
Placer County Water Agency	182,443,299.42
Pleasant Valley County Water District	2,961,971.71
Porterville Irrigation District	312,404.39
Princeton-Codora-Glenn Irrigation District	10,247,119.73
Provident Irrigation District	1,414,050.18
Puente Basin Water Agency	2,355,519.08
Purissima Hills Water District	15,976,313.75
Quartz Hill Water District	5,925,750.12
Ramirez Water District	349,583.01
Ramona Municipal Water District	82,217,472.68
Rancho California Water District	98,144,081.54
Rand Communities Water District	961,237.44
Reclamation District #744	41,164,593.25
Redwood Valley County Water District	5,314,258.03
Regional Water Authority	117,715.69
Richvale Irrigation District	2,074,163.77
Rincon Del Diablo Municipal Water District	3,179,176.34
Rio Alto Water District	8,528,774.67
Rio Linda/Elverta Community Water District	5,349,922.77
Riverdale Irrigation District	137,674.83
Root Creek Water District	7,899,572.35
Rosedale-Rio Bravo Water Storage District	5,171,520.52
Rowland Water District	48,141,807.27
Rural North Vacaville Water District	1,914,006.78
Sacramento Groundwater Authority	103,824.03
Sacramento Suburban Water District	49,578,042.06

San Andreas Sanitary District	4,203,482.22
San Benito County Water District	28,222,767.21
San Bernardino Valley Water Conservation District	2,988,080.22
San Dieguito Water District	2,713,622.75
San Gabriel Basin Water Quality Authority	2,464,000.30
San Gabriel County Water District	5,498,324.78
San Gabriel Valley Municipal Water District	10,607,206.87
San Geronimo Pass Water Agency	2,431,442.75
San Joaquin River Exchange Contractors Water Authority	125,967.45
San Juan Water District	70,795,794.27
San Luis & Delta-Mendota Water Authority	10,939,882.17
San Luis Water District	4,793,730.01
Santa Clarita Valley Water Agency	240,742,954.29
Santa Fe Irrigation District (Joint Properties)	55,253,591.76
Santa Fe Irrigation District	5,739,119.90
Santa Rosa Regional Resources Authority	56,216,229.49
Santa Ynez River WCD Improvement District No. 1	9,772,803.34
Santiago Aqueduct Commission	170,940.00
Saucelito Irrigation District	1,346,736.60
Scotts Valley Water District	14,331,742.39
Semitropic Water Storage District	50,936,755.35
Serrano Water District	12,817,003.30
Shafter-Wasco Irrigation District	1,688,344.66
Sierra Cedars Community Services District	834,734.46
Sierra County (Calpine) Waterworks District No. 1	1,637,847.00
Sierra Highland CSD	500,000.00
Sierra Lakes County Water District	4,191,046.70
Sites Project Authority	16,342.94
Solano County Water Agency	4,922,176.62
Solano Irrigation District	46,371,971.77
Sonoma Mountain County Water District	379,669.40
Soquel Creek Water District	26,448,296.35
South Coast Water District	23,236,945.99
South Coast Water District (Joint Regional Water Supply)	2,460,644.53
South Feather Water and Power Agency	174,138,071.00
South Montebello Irrigation District	5,802,374.48
South Sutter Water District	3,150,457.92
South Tahoe Public Utility District	238,205,828.35
Southern San Joaquin Municipal Utility District	10,282,051.08
Stinson Beach County Water District	5,260,114.39
Stockton-East Water District	213,829.41
Sutter Extension Water District	2,614,123.89
Sweetwater Authority	105,033,794.81
Tahoe City Public Utility District	39,531,572.94
Tehachapi-Cummings County Water District	18,929,449.39
Terra Bella Irrigation District	6,110,818.85
Thermalito Water & Sewer District	12,254,975.80
Three Valleys Municipal Water District	31,592,621.06
Trabuco Canyon Water District	37,611,231.88
Tranquillity Irrigation District	10,009,684.84

Truckee Donner Public Utility District	71,846,185.00
Tulare Irrigation District	5,859,447.64
Tulare Lake Basin Water Storage District	1,329,959.84
Tuolumne Utilities District	47,000,000.00
Twentynine Palms Water District	17,538,991.96
Upper San Gabriel Valley Municipal Water District	5,336,533.23
Upper Santa Clara Valley Joint Powers Authority	5,191.20
Utica Water and Power Authority	26,248,781.75
Vallecitos Water District	46,955,295.39
Valley Center Municipal Water District	69,124,925.43
Valley County Water District	50,439,919.41
Valley of the Moon Water District	10,705,940.56
Vandenberg Village Community Services District	4,607,947.75
Vista Irrigation District	31,344,191.47
Walnut Valley Water District	30,787,395.21
Water Employee Services Authority	19,646.62
Water Replenishment District of Southern California	143,419,225.86
Weaverville Community Services District	3,364,066.87
West Basin Municipal Water District	311,797,741.24
West Orange County Water Board	2,366,778.93
West Stanislaus Irrigation District	14,950,633.09
West Valley Water District	112,189,897.08
Westborough Water District	10,026,769.69
Western Canal Water District	2,651,338.94
Western Municipal Water District	144,930,785.95
Wheeler Crest Community Services District	633,696.29
Wheeler Ridge-Maricopa Water Storage District	13,682,120.05
Woodbridge Irrigation District	3,151,099.77
Wynola Water District	532,650.41
Yolo County Flood Control & Water Conservation District	14,170,704.72
Yorba Linda Water District	32,995,723.70
Yuba County Water Agency	481,907,256.40
Yuima Municipal Water District	5,525,515.98

All other terms and conditions of this Policy remain unchanged.

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 012**

**PREMIUM PAYMENT WARRANTY**

IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within 60 days from inception.

Non-receipt by Underwriters of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from Inception.

623AFB00082

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 013**

**U.S.A.**

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)**

(Approved by Lloyd's Underwriters Fire and Non-Marine Association)

*For attachment to insurances of the following classifications in the U.S.A., its Territories Possessions, Puerto Rico and the Canal Zone:*

*-Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Store-keepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.*

This policy\*

does not apply:-

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters 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 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 issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed 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 or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

**"hazardous properties"** include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material: **"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;



**“nuclear facility”** means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **“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. With respect to injury to or destruction of property, the word **“injury”** or **“destruction”** includes all forms or radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\*NOTE: - As respect policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
NMA 1256

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 014**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64

NMA1477

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 015**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9104 amended)

**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 016**

**MEMBER LIST 1**

Lakeside Irrigation Water District  
Rosedale-Rio Bravo Water Storage District  
Alameda County Water District  
Alpaugh Community Services District  
Alpaugh Irrigation District  
Alta Irrigation District  
Amador Water Agency  
American River Flood Control District  
Angiola Water District  
Antelope Valley-East Kern Water Agency  
Apple Valley Foothill County Water District  
Apple Valley Heights County Water District  
Aromas Water District  
Arvin-Edison Water Storage District  
Association Of California Water Agencies Joint Powers Insurance Authority  
Banta Carbona Irrigation District  
Bard Water District  
Beaumont-Cherry Valley Water District  
Bella Vista Water District  
Belridge Water Storage District  
Berrenda Mesa Water District  
Big Bear Municipal Water District  
Bodega Bay Public Utility District  
Bollinas Community Public Utility District  
Boron Community Services District  
Borrego Water District  
Browns Valley Irrigation District  
Buena Vista Water Storage District  
Butte Water District  
Byron-Bethany Irrigation District  
Cachuma Operation And Maintenance Board  
Calaveras County Water District  
Calaveras Public Utility District  
Calleguas Municipal Water District  
Camrosa Water District  
Carmichael Water District  
Carpinteria Valley Water District  
Castroville Community Services District  
Centerville Community Services District  
Central California Irrigation District  
Central Coast Water Authority  
Central Water District  
Channel Islands Beach Community Services Dist  
Chino Basin Desalter Authority  
Chino Basin Water Conservation District  
Chowchilla Water District  
Circle Oaks County Water District  
Citrus Heights Water District  
Clear Creek Community Services District  
Clearlake Oaks County Water District  
Coastside County Water District  
Consolidated Irrigation District  
Corcoran Irrigation District  
Corning Water District  
Cottonwood Water District  
Crescenta Valley Water District  
Crestline Village Water District

Crestline-Lake Arrowhead Water Agency  
Cucamonga Valley Water District  
Del Paso Manor Water District  
Del Puerto Water District  
Delano-Earlimart Irrigation District  
Desert Water Agency  
Devil's Den Water District  
Ducor Community Services District  
Dunnigan Water District  
East Contra Costa Irrigation District  
East Orange County Water District  
El Dorado Irrigation District  
El Toro Water District  
Elsinore Valley Municipal Water District  
Empire West Side Irrigation District  
Fair Oaks Water District  
Fall River Valley Community Services District  
Fallbrook Public Utility District  
Feather Water District  
Florin Resource Conservation District/Elk Grove  
Foothill Municipal Water District  
Forestville Water District  
Frazier Park Public Utility District  
Fresno Irrigation District  
Fresno Metropolitan Flood Control District  
Fresno Slough Water District  
Friant Power Authority  
Friant Water Authority  
Georgetown Divide Public Utility District  
Glenn-Colusa Irrigation District  
Golden Hills Community Services District  
Goleta Water District  
Helix Water District  
Hi-Desert Water District  
Humboldt Bay Municipal Water District  
Humboldt Community Services District  
Idyllwild Water District  
Ivanhoe Irrigation District  
Ivanhoe Public Utility District  
James Irrigation District  
Joshua Basin Water District  
Kanawha Water District  
Kaweah Delta Water Conservation District  
Kern County Water Agency  
Kern Delta Water District  
Kern Water Bank Authority  
Kern-Tulare Water District  
Kings County Water District  
Kings River Conservation District  
Kinneloa Irrigation District  
Kirkwood Meadows Public Utility District  
La Canada Irrigation District  
La Habra Heights County Water District  
La Puente Valley County Water District  
Laguna Beach County Water District  
Laguna Irrigation District  
Lakeside Water District  
Laton Community Services District  
Laytonville County Water District  
Le Grand-Athlone Water District  
Littlerock Creek Irrigation District  
Los Alamos Community Services District  
Lost Hills Water District  
Lower Tule River Irrigation District

Madera Irrigation District  
Madera Water District  
Madera-Chowchilla Water And Power Authority  
Main San Gabriel Basin Watermaster  
Maine Prairie Water District  
Majestic Pines Community Services District  
Mammoth Community Water District  
Mariana Ranchos County Water District  
Marina Coast Water District  
Merced Irrigation District  
Mesa Water District  
Mid-Peninsula Water District  
Midway Heights County Water District  
Millview County Water District  
Mission Hills Community Services District  
Mission Springs Water District  
Mojave Public Utility District  
Mojave Water Agency  
Montague Water Conservation District  
Monte Vista Water District  
Montecito Water District  
Moulton Niguel Water District  
Mountain Gate Community Services District  
Municipal Water District Of Orange County  
North Coast County Water District  
North San Joaquin Water Conservation District  
North Yuba Water District  
Oakdale Irrigation District  
Orange County Water District  
Orange Cove Irrigation District  
Orchard Dale Water District  
Orosi Public Utility District  
Pacheco Water District  
Pajaro Valley Water Management Agency  
Pajaro/Sunny Mesa Community Services District  
Palm Ranch Irrigation District  
Palmdale Water District  
Palo Verde Irrigation District  
Panoche Drainage District  
Panoche Water District  
Paradise Irrigation District  
Patterson Irrigation District  
Pebble Beach Community Services District  
Pescadero Reclamation District #2058  
Pico Water District  
Pinedale County Water District  
Pixley Irrigation District  
Placer County Water Agency (Real Property)  
Pleasant Valley County Water District  
Porterville Irrigation District  
Princeton-Codora-Glenn Irrigation District  
Provident Irrigation District  
Puente Basin Water Agency  
Purissima Hills Water District  
Quartz Hill Water District  
Ramirez Water District  
Ramona Municipal Water District  
Rancho California Water District  
Rand Communities Water District  
Reclamation District #1004  
Reclamation District #108  
Reclamation District #1500  
Reclamation District #2068  
Reclamation District #744

Reclamation District #999  
Redwood Valley County Water District  
Regional Water Authority  
Richvale Irrigation District  
Rincon Del Diablo Municipal Water District  
Rio Alto Water District  
Rio Linda/Elverta Community Water District  
Riverdale Irrigation District  
Root Creek Water District  
Rowland Water District  
Rural North Vacaville Water District  
Sacramento Groundwater Authority  
Sacramento Suburban Water District  
San Andreas Sanitary District (Real Property)  
San Benito County Water District  
San Bernardino Valley Water Conservation District  
San Dieguito Water District  
San Gabriel Basin Water Quality Authority  
San Gabriel County Water District  
San Gabriel Valley Municipal Water District  
San Geronio Pass Water Agency  
San Joaquin River Exchange Contractors Water Au  
San Juan Water District  
San Luis & Delta-Mendota Water Authority  
San Luis Water District  
Santa Clarita Valley Water Agency  
Santa Fe Irrigation District  
Santa Rosa Regional Resources Authority  
Santa Ynez River Wcd Improvement District No.  
Santiago Aqueduct Commission  
Saucelito Irrigation District  
Scotts Valley Water District  
Semitropic Water Storage District  
Serrano Water District  
Shafter-Wasco Irrigation District  
Sierra Cedars Community Services District  
Sierra County Waterworks District No.1  
Sierra Lakes County Water District  
Sites Project Joint Powers Authority  
Solano County Water Agency  
Solano Irrigation District  
Sonoma Mountain County Water District  
Soquel Creek Water District  
South Coast Water District  
South Feather Water And Power Agency  
South Montebello Irrigation District  
South San Joaquin Irrigation District (Real Property)  
South Sutter Water District  
South Tahoe Public Utility District  
Stinson Beach County Water District  
Stockton-East Water District  
Sutter Extension Water District  
Sweetwater Authority  
Tahoe City Public Utility District  
Tehachapi-Cummings County Water District  
Terra Bella Irrigation District  
Thermalito Water & Sewer District  
Three Valleys Municipal Water District  
Trabuco Canyon Water District  
Tranquillity Irrigation District  
Tulare Irrigation District  
Tulare Lake Basin Water Storage District  
Twentynine Palms Water District  
Upper San Gabriel Valley Municipal Water Dist

Upper Santa Clara Valley Joint Powers Authority  
Utica Water And Power Authority  
Vallecitos Water District  
Valley Center Municipal Water District  
Valley County Water District  
Valley Of The Moon Water District  
Vandenberg Village Community Services District  
Vista Irrigation District  
Walnut Valley Water District  
Water Employee Services Authority  
Water Replenishment District Of Southern California  
Weaverville Community Services District  
West Basin Municipal Water District  
West Orange County Water Board  
West Stanislaus Irrigation District  
West Valley Water District  
Westborough Water District  
Western Canal Water District  
Western Municipal Water District  
Wheeler Crest Community Services District  
Wheeler Ridge-Maricopa Water Storage District  
Woodbridge Irrigation District  
Wynola Water District  
Yolo County Flood Control & Water Conservation  
Yorba Linda Water District  
Yuba County Water Agency  
Yuima Municipal Water District



**Effective date of this Endorsement: 01 July 2020**

**This Endorsement is attached to and forms a part of Policy Number: PH2002735**

**Endorsement Number: 017**

**MEMBER LIST 2**

Antelope Valley State Water CA  
Antelope Valley Watermaster  
Arroyo Santa Rosa Basin GSA  
Bedford Coldwater GSA  
Brophy WD  
Calpella CWD  
Camp Far West ID  
Central San Joaquin WCD  
Deer Creek & Tule River Auth  
Deer Creek Storm Water District  
Delano-Earlimart ID Groundwater Sustainability Agency  
Dudley Ridge WD  
East Turlock Subbasin GSA  
El Rico GSA  
Free Water CWD  
Friant North Authority  
Glide WD  
Gravelly Ford WD  
Green Valley Water District  
Kaweah River PA  
Kings River East GSA  
Kings River WD  
Knights Landing Ridge DD  
Lindsay-Strathmore ID  
Lower Tule River ID GSA  
McMullin Area Groundwater Sustainability Agency  
Merced Integrated Regional Water Management Agency  
Mid-Kaweah Groundwater Sustainability Agency  
Mid-Valley Water District  
North Delta WA  
North Kings Groundwater Sustainability Agency  
Omochumne-Hartnell WD  
Pinyon Pines CWD  
Pixley Irrigation District GSA  
Pomona-Walnut-Rowland JWLC  
Reclamation District No. 1606  
Reclamation District No. 2047  
Reclamation District No. 307  
Sacramento River West Side LD  
San Joaquin River Exchange Contractors GSA  
San Juan Ridge CWD  
Santa Clarita Valley GSA  
Santa Cruz Mid-County Groundwater Agency (GSA)  
Santa Margarita Groundwater Agency  
Scott Valley ID  
Sierra Highlands CSD  
Solano Subbasin Groundwater Sustainability Agency  
Sonoma Valley Groundwater Sustainability Agency (GSA)  
South Bay Irrigation District  
South Valley Water Association  
South Yuba WD  
Southern California Water Bank Authority (formerly Semitropic-Rosamond Water Bank Authority)  
Suisun-Solano Water Authority  
Tri-County Water Authority  
Tri-Valley WD  
W.H. Wilbur RD #825  
Yolo Subbasin Groundwater Agency (GSA)

## SECURITY DETAILS

### REFERENCES

UMR (Unique Market Reference): B0180PH2002735

Date contract printed to PDF: 11:37 29 July 2020

## SIGNED UNDERWRITERS

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### Beazley Syndicates AFB

Loveroop Heer

#### Written Line

100.00%

#### Signed Line

100.00%

#### Agreed on

11:03 29 July 2020

#### For and on behalf of:

#### Written Line

#### Signed Line

Lloyd's Underwriter Syndicate No. AFB 2623

100.00%

100.00%

82% / AFB 623 18%, London, England

#### Bound as Slip Leader, Lloyd's Leader

*Lloyd's Stamp:* AFB 2623/0623

*Reference:* JBV77Q20ANPJ

*Description:*

*Risk Code(s):* CY

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## SETTLEMENT INFORMATION

### Allocation of Premium to Coding

CY at 100.00%

### Allocation of Premium to Year of Account

2020

### Terms of Settlement

Settlement Due Date: 30 August 2020

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. AFB 2623 82% / AFB 623 18%, London, England

**Bureau Leader and Lloyd's Leader**

Loveroop Heer

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