

**Willis Towers Watson Northeast, Inc**

*Metro DC Office*

12505 Park Potomac Avenue, Suite 300, Potomac, MD 20854

Telephone: 301-520-5050 Fax: 301-897-8506 Website: www.willistowerswatson.com

**WillisTowersWatson** 

County of San Bernardino, and All Board Governed Districts,  
and The San Bernardino County Museum  
2024 Orange Tree Lane  
Redlands, CA 92374  
United States

**INSURANCE POLICY**

**MUSEUM COLLECTION AND LOANS INSURANCE**

**LIBERTY MUTUAL INSURANCE COMPANY**

**POLICY NUMBER: NYABNLOM004**

**POLICY PERIOD: 1 JULY 2021 TO 1 JULY 2022**

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**NAMED INSURED:** County of San Bernardino, and All Board Governed Districts, and The San Bernardino County Museum

**MAILING ADDRESS:** 2024 Orange Tree Lane  
Redlands, CA 92374

**POLICY PERIOD:** 1 July 2021 To 1 July 2022 Both Days at 00:01 LST

**NAMED LOCATION(S):** 1) 2024 Orange Tree Lane, Redlands, CA 92374, USA  
2) Victor Valley Museum and Gallery, 11873 Apple Valley Road, Apple Valley, CA 92308, USA  
3) 10482 Enterprise Drive, Redlands, CA 92374, USA

**INTEREST:** Works of Art of all Kinds

**INSURANCE COMPANY:** Liberty Mutual Insurance Company

**POLICY NUMBER:** NYABNLOM004

**POLICY FORM:** Willis Towers Watson FAJS Museum Collections and Loans, as attached

**POLICY TYPE:** Museum Collection and Loans Insurance

**PREMIUM:** \$2,563

**LIMITS OF LIABILITY:**

a.	\$2,500,000	While at Named Location(s), including legal liability;
b.	\$ 625,000	At any other Location, Worldwide;
c.	\$ 625,000	In any one Transit, Worldwide;
d.	\$2,500,000	Terrorism, per occurrence;
e.	\$2,500,000	In any one loss or disaster, either in case of partial or total loss, or salvage charges or expenses or all combined.

**DEDUCTIBLE(S):** \$1,000 each and every covered loss; but increasing to \$10,000 earthquake, per occurrence

**CONDITIONS:** Liberty Mutual Group California Privacy Notice  
U.S. Economic And Trade Sanctions Clause (OFAC 08/09)  
California Changes – Cancellation and Nonrenewal  
Notice Of Membership In Liberty Mutual Holding Company Inc. And Notice Of Annual Meeting (LMICNOTICE001-1009)  
Disclosure – Terrorism Risk Insurance Act (TRIA-N004-0315)  
Cap on Losses from Certified Acts of Terrorism (TRIA-E002-0315)

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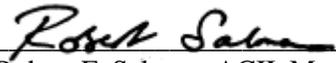
12505 Park Potomac Avenue, Suite 300, Potomac, MD 20854

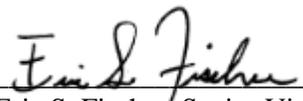
Telephone: 301-520-5050 Fax: 301-897-8506 Website: www.willistowerswatson.com

**WillisTowersWatson** 

**EXCLUSIONS:** Losses due or related to Vermin

**AUTHORIZED  
SIGNATURES FOR  
AND ON BEHALF  
OF LIBERTY  
MUTUAL  
INSURANCE  
COMPANY:**

  
\_\_\_\_\_  
Robert F. Salmon, ACII, Managing Director

  
\_\_\_\_\_  
Eric S. Fischer, Senior Vice President

## **POLICY WORDING**

### **Museum Collection and Loans**

#### **COVERAGE**

- 1. Property Covered:** This policy covers fine arts and collectible objects of every description including but not limited to paintings, etchings, drawings, photographs, ceramics, sculpture, pottery, porcelain, rare books, coins, manuscripts, rugs, tapestries, statuary, and other bona fide works of art, rarity, historic value, or artistic merit and all associated property including but not limited to frames, glasses, shadow boxes, crates and other display equipment, and technical equipment including video monitors, projectors, EDP hardware and software of a non-artistic value used in association with, or as part of an exhibit but only such equipment used in direct association with an installation or exhibition, all consisting of the following:
  - (a) Property of the Insured;
  - (b) Property of others offered as gifts to the Insured or for sale to the Insured and while awaiting formal acceptance;
  - (c) The Insured's interest in residuary gifts and jointly owned property, but only to the extent of the Insured's interest at the time of loss or damage;
  - (d) Property of others loaned to the Insured or otherwise in their care, custody or control.
  - (e) The Insured's Museum Reference Library, including but not limited to portfolios, books, exhibition catalogs, manuscripts, letters, documents, slides, photographs, negatives, videos and computer data.
- 2. Worldwide Coverage:** Property of the Insured or property of others loaned to the Insured, shall be covered on a "wall to wall" basis from the time said property is removed from its normal repository, incidental to shipment, until returned or shipped to another point designated by the owner or their agent prior to return shipment. Coverage includes while in transit worldwide and while on exhibition or otherwise at any location worldwide.
- 3. Loss Payee and Additional Insured:** All lenders insured under this policy shall be named as Loss Payee and Additional Insured for their respective rights and interests.
- 4. Perils Insured Against:** All risks of direct physical loss or damage from any external cause except as excluded below. Loss, if any, is payable to the Insured or order.
- 5. Policy Term :** This policy shall attach at 12:01 A.M. Standard Time at the place of the Insured's premise as shown on the Declaration Page or 12:01 A.M. Standard Time at the place of first transit movement for exhibitions, whichever shall come first. This policy covers losses payable for the term indicated.
- 6. Limits of Liability:** This Company shall not be liable for more than the Limits of Liability stated on the Declaration Page or elsewhere in this policy.
- 7. Deductible:** Each claim for loss or damage separately occurring shall be adjusted separately and from the amount of such adjusted claim the sum which is stated on the Declaration Page shall be deducted. This clause shall only apply, however, to property described in Property Covered, paragraph 1(a), (b) and (c), while at the premises of the Insured.

- 8. Premium:** The premium for the policy term stated on the Declaration Page shall be due and payable as of the attachment date.
- 9. Legal Liability:** This insurance covers the Insured's legal liability as Bailee of all objects other than those for which the Insured has been instructed to insure. In the event of a covered loss to such property, the Company will provide a defense for legal proceedings brought against the Insured.

In the event of any action involving the Insured for loss or damage to such property, the Company will:

Pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay by reason of liability imposed upon the Insured as bailee, for loss or damage to property of others occurring while this insurance remains in effect.

The Insured shall not voluntarily assume any liability nor incur any expense nor settle any claim except at the Insured's own expense. The Insured shall not interfere in any negotiation for settlement or in any legal proceedings, unless requested. At the Company's expense the Insured shall cooperate with the Company, except financially, in all matters which the Company may deem necessary in defense of any suit or in the prosecution of any appeal.

This Company shall not be liable under this section for more than the Limit of Liability for legal liability as stated on the Declaration Page.

- 10. U.S. Indemnity Deductible Coverage:** This policy can be used to cover the deductible under the US government indemnity program up to \$500,000. The exclusions for war risks, government action and nuclear risks contained within this policy shall still be in effect under this coverage, although not excluded by the U.S. Arts & Artifacts Indemnity policy wording. The deductible amount covered is in addition to the limits of liability shown on the Declaration Page. No deductible applies to this coverage.
- 11. U.S. And Foreign Indemnity Contingent And Difference In Limits Coverage:** This insurance shall act on a contingent and difference in limits basis in the event that U.S. or Foreign Indemnity Coverage does not respond, but such coverage provided by insurers hereon in such event shall be no broader than the coverage provided hereunder.

## **EXCLUSIONS**

This policy does not insure against loss or damage caused by:

- (A) Wear and tear, gradual deterioration or inherent vice
- (B) Any repairing, restoration, or retouching process. However this exclusion shall not apply where Company(s) and/or their representatives have directed, repairing, restoration or retouching following a loss.
- (C) **War Risks:**

- (1) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power or by any authority using military personnel or other agents;
- (2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against any of these;

This exclusion does not apply to items while on an international transit.

(D) **Government Action:** Seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(E) **Nuclear Risks:**

- (1) Nuclear reaction or radiation or radioactive contamination from any cause however, direct loss or damage by fire resulting from nuclear reaction or radiation or radioactive contamination is covered by this policy.
- (2) Any such weapon of war employing atomic fission or radioactive force whether in time of peace or war;

## VALUATION

1. **Basis of Valuation:** In event of loss or damage of property covered by this policy shall be valued and insured as follows:
  - (a) On property of the Insured this Company shall not be liable beyond the current market value of the property at the time any loss or damage occurs. The loss or damage shall be estimated according to such current market value. Property consisting of packing crates, installation and similar materials; and technical equipment including video monitors, projectors, EDP hardware and software of a non-artistic value, but only such equipment used in direct association with or part of a specific exhibition or installation, are valued at replacement cost.
  - (b) Property acquired or to be acquired by the Insured as a gift or under wills or similar bequests, or for sale to the Insured shall be valued at the current market value at time loss or damage occurs. In no event, however, shall this policy cover such property beyond the Insured's interest as stipulated in the will, bequest, contract or other document executed between the Insured and the donor of said property.
  - (c) Property of others on loan to the Insured, and which the Insured has been instructed to insure, shall be valued at amounts agreed upon by the Insured and owners. In the absence of an agreed value, this Company shall not be liable beyond the current market value of the property at the time any loss or damage occurs and in no event for any amount in excess of that specified in the policy.
  - (d) The Insured's Museum Reference Library shall be valued at the cost to repair or replace. If the Property cannot be repaired or replaced, it shall be valued at the current market value.

The above basis of valuation applies irrespective of values declared for airfreight or other purposes.

2. **Library of Congress Valuation Clause:** With respect to loans from the Library of Congress, Washington, DC: "The Library of Congress shall have the right to elect to receive Reimbursement in Kind, in case of loss or damage of any item covered by this insurance. Reimbursement in Kind means that, in lieu of cash, Covered Property will be replaced with property of comparable historical and monetary value. Should the Library of Congress and the Insurer be unable to agree as to what constitutes reimbursement in kind, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Insurer, select a competent and disinterested representative, and the matter shall be determined at a reasonable time and place. The representatives shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such an umpire, then, on request of the Library of Congress or Insurer, such umpire shall be selected by a judge of a court of record in the state or jurisdiction in which the matter is pending determination. The representatives selected by the Library of Congress and the Insurer shall then state separately their views, and failing to agree on a joint determination of the matter, shall submit their statements to the umpire. The decision of any two shall determine the matter. The Library of Congress and the Insurer shall each pay his or its chosen representative and shall bear equally the other expenses of the determination and umpire."
3. **Currency Fluctuation:** The values applied to this policy may be insured in foreign currency insofar as such insurance is authorized by applicable law and regulations. It is hereby agreed that in the event of loss or damage to items insured with an original valuation in currency other than U.S. Dollars, claims will be paid in U.S. Dollars equivalent to the amount of loss in original currency at the date of settlement.
4. **Partial Loss:** In case of partial loss due to the perils insured against, the amount of loss shall be the cost and expense of restoration including any additional charges associated with such restoration.

Depreciation if any, after restoration, is covered and shall be agreed upon between the Insured and the Company but in no event shall the Company be liable for more than the insured value of the property.

## **GENERAL CONDITIONS**

1. **Notice of Loss:** The Insured shall as soon as practicable report to this Company or its agent every loss or damage which may become a claim under this policy and shall also file a detailed notice of loss with the Company or its agent within ninety (90) days from the time loss is discovered. Written notice to Willis Fine Arts Jewelry Specie shall constitute notice to this Company.
2. **Settlement of Claims:** All adjusted claims shall be paid or made good to the Insured within thirty (30) days after presentation and acceptance by the Company of satisfactory proof of interest and loss.
3. **Legal Action Against Company:** No legal action may be brought against the Company unless it is commenced within twelve (12) months following the discovery of the loss by the Insured. However, if such a limit is invalidated by the laws of the state where the Insured is domiciled, then any legal action shall be void unless it is commenced within the shortest limit of time permitted by the laws of such state.

- 4. Arbitration:** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the current market value at the time of loss (if applicable) and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any rights by any act relating to appraisal.
- 5. Privilege to Adjust with Owner:** In the event of loss of property of others in the Insured's care, custody or control, the Company has the right to settle such loss with the owners of that property, subject to prior consent by the Insured. A receipt for payment from the owners of that property will satisfy any claim of the Insured. If legal proceedings are taken to enforce a claim against the Insured, the Company reserves the right to provide a defense, at their option, of, and in the name of, the Insured. If provided, the expense of this defense will be at the cost of the Company and will not reduce the applicable limit of liability under this insurance.
- 6. Examination under Oath:** The Insured shall submit, and so far as is within its power, shall cause the Insured's employees to submit to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim and produce for examination all books of account, bills, invoices, and other vouchers or certified copies, at such reasonable time and place as may be designated by the Company or its representatives. The Insured shall permit extracts and copies to be made of such material.
- 7. Protection of Property:** In case of loss or damage, the Insured, its staff, representatives and agents shall take measures as may be reasonable for the purpose of averting or minimizing such loss. In addition to any loss recoverable under this policy, the Company will reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by the Insured or the Company with the object of saving, protecting or recovering the insured objects shall not be considered a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 8. Misrepresentation and Fraud:** This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance, or in case of any fraud, attempted fraud or false swearing by the Insured regarding any matter relating to this insurance, whether before or after loss.
- 9. Automatic Reinstatement:** The limit of liability under this policy shall not be reduced by the payment of any claim. The proportionate part of the whole policy premium represented by any such payment, however, shall then be considered fully earned by the Company.
- 10. Pairs and Sets:** In the event of the total loss of any articles which are part of a pair or set, the Insured has the following options:

- (a) The Company agrees to pay the full amount of the value of such pair or set as determined by the Valuation Clause contained in this policy. If such option is elected, the Insured must surrender the remaining article or articles of the pair or set to the Company; or
- (b) The measure of loss or damage to such property shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said property.

**11. Loss Buy Back:** The Insured shall have the right to repurchase from the Company property of the Insured that is recovered for the amount paid to the Insured for the loss.

Damaged property of the Insured, for which a total loss has been paid, may be repurchased by the Insured at its fair market value at the time of the loss.

The Company agrees to notify the Insured of its right to repurchase damaged or recovered property and the Insured shall have sixty (60) days from date of notice to exercise the repurchase right.

**12. Packing:** It is a condition of this insurance that the Insured will, to the best of their ability, provide for the insured property to be packed and unpacked by competent packers.

**13. Excess Insurance:** Permission is granted for the Insured to purchase excess insurance over the limit of liability provided by this policy. Moreover, the existence of such excess insurance shall not reduce any liability under this policy.

**14. Collection from Others:** No loss shall be paid under this policy if the Insured has collected the same from others.

**15. Subrogation:** In the event of any payment under this policy the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall accomplish whatever is necessary to preserve such rights.

This clause shall not apply, however, to museums or any other institution in which the insured property is being exhibited or on loan, and any competent and/or professional carrier, packer, or any other Bailee with whom the Insured has waived such right prior to any loss or damage.

**16. Changes:** The terms of this policy can only be altered by an endorsement issued with approval of the Company and forming part of this policy.

**17. Cancellation:** This policy may be canceled by either the Insured or the Company by giving sixty (60) days' notice in writing to the other, and upon such cancellation the Insured shall pay premium to date of cancellation.

**18. Each Company:** The interest of each Company providing coverage under this policy is individual and not joint, and whenever the right or privilege is retained by the Companies, such right or privilege may be exercised by each Company independently.

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**19. Required By Law:** Any provisions required by law to be stated in policies issued by the Company shall be deemed to have been stated as part of this policy.

**20. Other Insurance:** If there is any other valid and collectible insurance covering the same property insured under this policy, which in the absence of this insurance would cover the loss or damage, then this Company shall not be liable for more than the excess over and above the other insurance.

This clause shall not apply to:

(a) insurance effected by owners of property loaned to the Insured and the existence of such insurance or payment of a loss shall not affect any claim payable under this policy, nor shall such insurance be called on to contribute to any loss payable under this policy.

(b) to property insured under this policy that is also insured under the insured's property insurance policy. Where such duplicate fine art coverage might exist, this policy shall be primary.

**21. Liberalization Clause:** If a revision of this policy form agreed by the Company(s) which would broaden coverage without an additional premium is adopted during this policy period or within 6 months before Museum Collection and Loans coverage is effected, the broadened coverage will apply.

**22. Prevailing Terms and Conditions:** All matters not provided for herein or by endorsement hereon shall be covered by the terms and conditions of the Company(s) printed policy form to which this form is attached and which has been issued in conjunction herewith. The forgoing clauses contained in this policy form are to supersede and take the place of all other clauses in the printed Company(s) form of the policy wherein they may conflict.

**23. Sovereignty clause:** Where the insured is required by way of contract, due to national patrimony, it is agreed that other policy terms notwithstanding, covered property on loan from any sovereign entity shall remain the property of the sovereign lender, even in the event of a total loss payment.

It is further understood and agreed in the event that an item is recovered after payment of a total loss for a theft, the underwriters will be reimbursed the amount paid.

### **EXTENSION OF COVERAGE: No Deductible applies to the following extensions of coverage.**

**1. Debris Removal:** This policy covers expenses incurred for the removal of all debris of the property covered hereunder which may be occasioned by loss by any of the covered perils except that the Company shall not be liable under this policy or clause for such cost amounting to more than 25% of the insured value of the property lost and/or damaged, it being agreed that this indemnity is included in the overall limits agreed hereunder.

**2. Registration Papers and Records:** The Company will pay up to \$50,000 in any one loss for the Insured's cost to research, replace or restore lost or damaged papers and records used to conduct the administrative functions of the registrar's office (or similar office), including those that are on computer software, for which there are no duplicates. The amount payable is in addition to the limits of liability shown in the Declaration

Page. No deductible applies to the coverage.

- 3. Cost of Preparing Inventory:** In the event of loss by a covered cause of loss to covered property, the Company will pay the Insured's necessary expense to prepare a complete inventory of the damaged and undamaged property including: (1) Quantities (2) Costs (3) Values and (4) Amount of loss claimed.

The most that the Company will pay under this extension is \$50,000. The amount payable is in addition to the limits of liability shown on the Declaration Page. No deductible applies to this coverage.

- 4. Fire Department Service Charge:** When the fire department is called to save or protect covered property from a covered cause of loss, the Company will pay up to \$50,000 for the Insured's liability for the Fire Department Service Charges: (1) Assumed by contract or agreement prior to loss; or (2) Required by local ordinance.

The amount payable is in addition to the limits of liability shown on the Declaration Page. No deductible applies to this additional coverage.

- 5. Fire Extinguishing System Discharge Coverage:** This Company shall pay up to \$50,000 in any one occurrence for the cost to refill the Insured's fire extinguishing systems which protect the covered property when they discharge as intended to control a loss covered by this policy. In addition, the Company agrees to pay up to \$25,000 in any one occurrence for the cost to refill these systems should they accidentally discharge. The Company shall not be liable for discharge that happens at the time of installation, testing, repair or recharging of the fire extinguishing system. The amount payable is in addition to the limits of liability shown on the Declaration Page. No deductible applies to this coverage.

- 6. Special Process Clause:** This policy is extended to cover loss or damage to Property Covered caused by or resulting from any repairing, restoration or retouching process of such Property Covered, by the Insured or at the Insured's direction.

The most this Company(s) will pay under this Extension of Coverage is \$250,000 in any one occurrence up to \$250,000 during each separate 12 month Policy Term.

- 7. Defense Cost for Defective Title:** This policy is extended to cover the legal expenses of the Insured caused by or arising from any suits, actions, or allegations, pertaining to any misrepresentation, error or omission by the Insured in the ownership and/or description and/or attribution of any object/collectible being the property of the Insured or in the care, custody or control of the Insured.

The most this Company(s) will pay under this Coverage Extension is \$250,000 per claim and \$250,000 in the annual aggregate. Payment under this Extension of Coverage will not increase the applicable Limits of Liability.

- 8. Cancellation of Events-Exhibitions:** If the exhibition is postponed, abandoned, cancelled or relocated as a sole and direct result of a peril insured hereunder occurring during the period of insurance, and entirely beyond the control of the Insured, their employees or agents, we will pay the Insured's irrecoverable expenses less any savings the Insured is able to make.

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We will also pay all reasonable additional expenses incurred by the Insured to avoid or reduce loss.

Limit: \$100,000 in the aggregate.

## Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### How We Get the Personal Data:

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
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<ul style="list-style-type: none"> <li>▪ ask about, buy insurance or file a claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ your insurance agent or broker</li> </ul>
<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjusters and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

**How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> </ul>

<ul style="list-style-type: none"> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### **Access or Deletion**

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

#### **You can make a request by either:**

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

#### **Response Timing**

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable

consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### **No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

### **No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197  
**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office



## FINE ARTS AND SPECIE POLICY

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### LIBERTY MUTUAL INSURANCE COMPANY

(A Massachusetts Stock Insurance Company, hereinafter the "Insurer")

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<b>Effective Date:</b>	1 July 2021 to 1 July 2022
<b>Policy Number:</b>	NYABNLOM004
<b>Issued To:</b>	County of San Bernardino, and All Board Governed Districts, and The San Bernardino County Museum

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

#### **U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE**

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

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

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

**a.** 10 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Discovery of fraud by:
  - (a)** Any insured or his or her representative in obtaining this insurance; or
  - (b)** You or your representative in pursuing a claim under this policy.

**b.** 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

**a.** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2)** Discovery of fraud or material misrepresentation by:
  - (a)** Any insured or his or her representative in obtaining this insurance; or
  - (b)** You or your representative in pursuing a claim under this policy.
- (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
    - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
  - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
    - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
    - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
 Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1**., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



# FINE ARTS INSURANCE POLICY

## LIBERTY MUTUAL INSURANCE COMPANY

(A Massachusetts Stock Insurance Company, hereinafter the "[Insurer/Company]")

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<b>Effective Date:</b>	1 July 2021 to 1 July 2022
<b>Policy Number:</b>	NYABNLOM004
<b>Issued To:</b>	County of San Bernardino, and All Board Governed Districts, and The San Bernardino County Museum

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

### **NOTICE OF MEMBERSHIP IN LIBERTY MUTUAL HOLDING COMPANY INC. AND NOTICE OF ANNUAL MEETING**

Liberty Mutual Insurance Company is a Massachusetts stock insurance company subsidiary of Liberty Mutual Holding Company Inc., a Massachusetts mutual holding company. Insurance is provided by Liberty Mutual Insurance Company. The named insured first named in the declarations is a member of Liberty Mutual Holding Company Inc.

As a member of Liberty Mutual Holding Company Inc., the named insured first named is entitled, among other things, to vote either in person or by proxy at the annual meeting or special meetings of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is at its offices located at 175 Berkeley Street, Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

Members of Liberty Mutual Holding Company Inc. may request a copy of the company's annual financial statement, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com), by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116, Attention: Corporate Secretary.



## LIBERTY MUTUAL INSURANCE COMPANY

(A Massachusetts Stock Insurance Company, hereinafter the “Company”)

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**Effective Date:** 1 July 2021 to 1 July 2022  
**Policy Number:** NYABNLOM004  
**Issued To:** County of San Bernardino, and All Board Governed Districts, and The San Bernardino County Museum

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

### **DISCLOSURE – TERRORISM RISK INSURANCE ACT**

**THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, (“TRIA” or the “Act”), we are required to provide you with a notice of the portion of your premium attributable to coverage for “certified acts of terrorism,” the federal share of payment of losses from such acts, and the limitation or “cap” on our liability under the Act.

#### **Disclosure of Premium**

The Company has made available coverage for “certified acts of terrorism” as defined in the Act. If purchased, the portion of your premium attributable to coverage for “certified acts of terrorism” is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

#### **Federal Participation In Payment Of Terrorism Losses**

If an individual insurer’s losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the “Program Trigger”.

The Federal Share and Program Trigger by calendar year are:

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

#### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to “certified acts of terrorism” exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that



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exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



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## LIBERTY MUTUAL INSURANCE COMPANY

(A Massachusetts Stock Insurance Company, hereinafter the "Company")

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**Effective Date:** 1 July 2021 to 1 July 2022  
**Policy Number:** NYABNLOM004  
**Issued To:** County of San Bernardino, and All Board Governed Districts, and The San Bernardino County Museum

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

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

This endorsement modifies insurance provided under the above captioned policy.

#### **A. Cap on Certified Act of Terrorism Losses**

"Certified act of terrorism" means an 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed

\$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **B. Application of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy..