

# STATE FUND ONLINE - Print Transcript

---

*This bundled document submitted by:*

**Ivy North**  
DO/DEPT: HO

01-30-2020 11:25 AM

ENDORSEMENT AGREEMENT

TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015

9141594-19  
RENEWAL  
NA



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 9, 2019 AT 12.01 A.M.  
TO SEPTEMBER 9, 2020 AT 12.01 A.M.

PAGE 1 OF 5

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NORTH COAST GROWERS' ASSOCIATION  
PO BOX 4232  
ARCATA, CA 95518

THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE  
TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND  
EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015. IT SERVES TO NOTIFY YOU OF  
CERTAIN LIMITATIONS UNDER THE ACT, AND THAT YOUR  
INSURANCE CARRIER IS CHARGING PREMIUM FOR LOSSES THAT MAY  
OCCUR IN THE EVENT OF AN ACT OF TERRORISM.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION  
LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS  
COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW.  
COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS,  
DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY, AND  
ANY APPLICABLE FEDERAL AND/OR STATE LAWS, RULES, OR  
REGULATIONS.

DEFINITIONS

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON  
AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT. IF  
WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE  
DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.

"ACT" MEANS THE TERRORISM RISK INSURANCE ACT OF 2002,  
WHICH TOOK EFFECT ON NOVEMBER 26, 2002, AND ANY  
AMENDMENTS THERETO, INCLUDING ANY AMENDMENTS  
RESULTING FROM THE TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 22, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

ENDORSEMENT AGREEMENT

TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015

9141594-19  
RENEWAL  
NA



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 9, 2019 AT 12.01 A.M.  
TO SEPTEMBER 9, 2020 AT 12.01 A.M.

PAGE 2 OF 5

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NORTH COAST GROWERS' ASSOCIATION  
PO BOX 4232  
ARCATA, CA 95518

CONTINUED.

"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 AS MEETING ALL OF THE FOLLOWING  
REQUIREMENTS:

- A. THE ACT IS AN ACT OF TERRORISM.
- B. THE ACT IS VIOLENT OR DANGEROUS TO HUMAN LIFE,  
PROPERTY OR INFRASTRUCTURE.
- C. THE ACT RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR  
OUTSIDE OF THE UNITED STATES IN THE CASE OF THE  
PREMISES OF UNITED STATES MISSIONS OR CERTAIN AIR  
CARRIERS OR VESSELS.
- D. THE ACT HAS 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.

"INSURED LOSS" MEANS ANY LOSS RESULTING FROM AN ACT OF  
TERRORISM (AND, EXCEPT FOR PENNSYLVANIA, INCLUDING AN ACT  
OF WAR, IN THE CASE OF WORKERS COMPENSATION) THAT IS  
COVERED BY PRIMARY OR EXCESS PROPERTY AND CASUALTY  
INSURANCE ISSUED BY AN INSURER IF THE LOSS OCCURS IN THE  
UNITED STATES OR AT THE PREMISES OF UNITED STATES MISSIONS  
OR TO CERTAIN AIR CARRIERS OR VESSELS.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 22, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

ENDORSEMENT AGREEMENT

TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015

9141594-19  
RENEWAL  
NA



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 9, 2019 AT 12.01 A.M.  
TO SEPTEMBER 9, 2020 AT 12.01 A.M.

PAGE 3 OF 5

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NORTH COAST GROWERS' ASSOCIATION  
PO BOX 4232  
ARCATA, CA 95518

CONTINUED.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING ON  
JANUARY 1, 2015, AND ENDING ON DECEMBER 31, 2020, AN  
AMOUNT EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS,  
DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF  
AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 IN A  
CALENDAR YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE,  
WE ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE  
AMOUNT OF INSURED LOSSES THAT EXCEEDS \$100,000,000,000;  
AND FOR AGGREGATE INSURED LOSSES UP TO \$100,000,000,000,  
WE WILL PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS  
DETERMINED BY THE SECRETARY OF THE TREASURY.

POLICYHOLDER DISCLOSURE NOTICE

1. INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE  
UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY  
INSURED LOSSES EXCEED:
  - A. \$100,000,000, WITH RESPECT TO SUCH INSURED LOSSES  
OCCURRING IN CALENDAR YEAR 2015, THE UNITED  
STATES GOVERNMENT WOULD PAY 85% OF OUR  
INSURED LOSSES THAT EXCEED OUR INSURER  
DEDUCTIBLE.

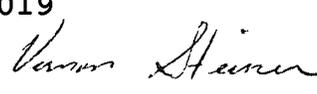
CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 22, 2019

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO

ENDORSEMENT AGREEMENT

TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015

9141594-19  
RENEWAL  
NA



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 9, 2019 AT 12.01 A.M.  
TO SEPTEMBER 9, 2020 AT 12.01 A.M.

PAGE 4 OF 5

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NORTH COAST GROWERS' ASSOCIATION  
PO BOX 4232  
ARCATA, CA 95518

CONTINUED.

- B. \$120,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2016, THE UNITED STATES GOVERNMENT WOULD PAY 84% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- C. \$140,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2017, THE UNITED STATES GOVERNMENT WOULD PAY 83% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- D. \$160,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2018, THE UNITED STATES GOVERNMENT WOULD PAY 82% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- E. \$180,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2019, THE UNITED STATES GOVERNMENT WOULD PAY 81% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- F. \$200,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2020, THE UNITED STATES GOVERNMENT WOULD PAY 80% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 22, 2019

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO

ENDORSEMENT AGREEMENT

TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015

9141594-19  
RENEWAL  
NA



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 9, 2019 AT 12.01 A.M.  
TO SEPTEMBER 9, 2020 AT 12.01 A.M.

PAGE 5 OF 5

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

NORTH COAST GROWERS' ASSOCIATION  
PO BOX 4232  
ARCATA, CA 95518

CONTINUED.

- 2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR ANY PORTION OF INSURED LOSSES THAT EXCEED \$100,000,000,000.
- 3. THE PREMIUM CHARGE FOR THE COVERAGE YOUR POLICY PROVIDES FOR INSURED LOSSES IS INCLUDED IN THE AMOUNT SHOWN IN ITEM 4 OF THE INFORMATION PAGE OR IN THE SCHEDULE BELOW.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

WC 00 04 22 B

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 22, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

# STATE FUND ONLINE - End of Bundled Document

---

*Last page of the bundled document for:*

**Ivy North**  
DO/DEPT: HO

01-30-2020 11:25 AM