

**EMPLOYEE BENEFIT PLAN LIMITATION
[CLAIMS MADE]**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

1. Underlying Insurance

Company: _____

Policy Number: _____

Expiration Date: _____

Retroactive Date: _____

Limits of Insurance:

Each Employee \$ _____

Aggregate: \$ _____

2. Our Retroactive Date: _____

3. Coverage

Except insofar as coverage is available to you in the "underlying insurance" and for the full limits of insurance shown above, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the "Administration" of any "Employee benefit programs".

"Administration" included but is not limited to performing any of the following functions for an "employee benefit program":

- a. Counseling "employees" on your "employee benefit programs";
- b. Interpreting your "employee benefit programs";
- c. Handling records for your "employee benefit programs";

- d. Effecting enrollment, termination or cancellation of “employees” under your “employee benefit programs”;
- e. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”.
- f. Collection of contributions and application of contributions as provided in your “employee benefit programs”;
- g. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee” benefit programs”; or
- h. Processing of claims for your “employee benefit programs”.

“Employee benefit programs” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social security benefits, unemployment insurance, workers’ compensation and disability benefits insurance, and any other similar benefit program.

4. Claims Made Provision

To the extent that coverage is available to you in the “underlying insurance”, it is agreed as follows:

a. Retroactive Date

If the “underlying insurance” above applies on the basis of claims first made against you during the period of that policy, then this policy shall apply to those claims on the same basis and in like manner, provided:

- i. The date such claim is first made against you is during OUR policy period, and
- ii. The injury, loss, or damage occurs on or after OUR Retroactive Date shown in the Schedule, and prior to the termination of this policy.

b. Extended Reporting Period

If the “underlying insurance” provides coverage under an Extended Reporting Period for a claim, then our policy will apply to that claim on the same basis and in like manner, subject to all of the following:

- i. Coverage we afford will only be excess of coverage afforded under an Extended Reporting Period provided by the “underlying insurance”, and
- ii. The injury or damage must occur on or after our Retroactive Date and prior to the termination of this policy, and
- iii. The Extended Reporting Period will not reinstate or increase the Limits of Insurance of this policy or extend our “policy period”.

c. Aggregate Limits

If the applicable Limits of Insurance shown in the “underlying insurance” above apply on an aggregate limit basis, and if the aggregate limit has been reduced or exhausted by payment for claims expense, then our policy shall apply in excess of such reduced or exhausted aggregate limit provided that:

- i. The claim must first be made against you during our “policy period” or during an Extended Reporting Period provided by this policy, and
- ii. Claims or claims expense must be for injury or damage which occurs on or after our Retroactive Date and prior to the termination of this policy, and
- iii. If such applicable Limits of Insurance have been reduced or exhausted by payments for claims or claims expense other than those specified in c.1) and c.2) above, then our policy shall apply as if such payments had not been made.

- d. Item F. Duties in the Event of "Occurrence", Claim or "Suit" of Section **VI. CONDITIONS** of this policy is amended to add paragraph 5. as follows:

Notice of an "occurrence" is not notice of a claim for coverage as provided by this endorsement.

All other terms and conditions of this policy remain unchanged.

SPECIMEN

Authorized Agent