

**EXCESS LIMITS FOR CLAIMS MADE INSURANCE  
FOLLOW FORM ENDORSEMENT**

|                                       |               |                     |                               |
|---------------------------------------|---------------|---------------------|-------------------------------|
| Named Insured                         |               |                     | Endorsement Number            |
| Policy Symbol                         | Policy Number | Policy Period<br>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 COVERAGE PART**

This coverage extension provides excess limits following the claims made "underlying insurance" scheduled on this endorsement. This coverage applies on a claims made basis.

Carefully review the claims made "underlying insurance" and this coverage to see how coverage applies.

All words and phrases that appear in quotation marks have the special meaning shown in Section VII DEFINITIONS of this policy. Additional definitions are provided in this endorsement.

This endorsement amends Section I INSURING AGREEMENT, Section III DEFENSE AND SUPPLEMENTARY PAYMENTS, Section IV LIMITS OF INSURANCE and Section VII DEFINITIONS of your policy.

CLAIMS MADE INSURANCE is added to and amends the policy, as follows:

For any coverage provided under this policy for any "loss" arising under any "underlying insurance" listed as claims made "underlying insurance" in the schedule of "underlying insurance", the following provisions apply:

Part A of Section I INSURING AGREEMENT of your policy is deleted, and is replaced by the following:

- A. We will pay on behalf of the "insured" all sums that the "insured" shall become legally obligated to pay for ultimate net loss in excess of the claims made "underlying insurance", but we will only make such payments for claims that:
  - (1) Are first made against any "insured" during the "policy period" of this policy; and
  - (2) Reported to us during the "policy period", or any extended reporting period, if applicable;
  - (3) Result from "bodily injury", "property damage" or "personal and advertising injury" to which the claims made "underlying insurance" applies or would apply but for exhaustion of its applicable limits of insurance; and
  - (4) Result from "bodily injury", "property damage" or "personal and advertising injury" which occurred (i) on or after the Retroactive Date as shown on the schedule of this endorsement, but (ii) before the end of the "policy period" of this policy or the cancellation date, whichever comes first.

Parts A. B. and C. Section III DEFENSE AND SUPPLEMENTARY PAYMENTS are deleted and replaced by the following:

- A. With respect to any "occurrence" covered by the "claims made "underlying insurance", we shall not be called upon to assume charge of the investigations, settlement or defense of any "suit" brought against the "insured", but we shall have the right and be given the opportunity to associate with the underlying insurer and the "insured" to defend against any claim or "suit" against the "insured" seeking damages which, in our opinion, may create liability on the part of us under the terms of this endorsement.
- B. With respect to any "occurrence" for which insurance is unavailable because of the exhaustion of aggregate limits of the "claims made "underlying insurance", but covered by the terms and conditions of this endorsement, we shall defend such "suit" against the "insured" seeking damages on account of "bodily injury", "property damage" or "personal and advertising injury" and we may make such investigation and effect settlement of any "suit" so defended.
- C. We shall not be obligated to defend a "suit" after the applicable limits of this policy have been exhausted, nor shall we be obligated to defend a "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

The following new Section VIII is added to this policy and applies only to the insurance referred to in this endorsement:

#### SECTION VIII EXTENDED REPORTING PERIODS

If the claims made "underlying insurance" scheduled on this endorsement provides for an Extended Reporting Period, we may at our discretion issue an endorsement providing an Extended Reporting Period subject to the following conditions:

1. Our Extended Reporting Period(s) will be for the same duration as, and available under the same circumstances as, the Extended Reporting Period(s) of the claims made "underlying insurance" to which this policy applies.
2. The first Named Insured must make a written request to us for an Extended Reporting Period within sixty (60) days after the end of the "policy period" set forth in Item 3 of the Declaration Page or the cancellation date, whichever occurs first. This provision only applies to the same extent that a written request is required in the Extended Reporting Period(s) of the claims made "underlying insurance" to which the policy applies.
3. The Extended Reporting Period will not take effect unless the additional premium determined by us is paid when due, and :
  - a. Any claims made "underlying insurance" is maintained in full force and effect as specified in Condition I. of this policy, entitled Maintenance of "Underlying Insurance"; or
  - b. An Extended Reporting Period is purchased on any claims made "underlying insurance".
4. The Extended Reporting Period will only apply to injury or damage which occurred (i) on or after the Retroactive Date as shown on the schedule of this endorsement, but (ii) before the last day of the "policy period" of this policy or the cancellation date, whichever comes first.
5. The Extended Reporting Period will not reinstate or increase the limit of insurance available.
6. A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the "policy period" of this policy or the cancellation date, whichever comes first.
7. The premium for the Extended Reporting Period will be fully earned when the Extended Reporting Period endorsement take effect.

The following definition is added to the policy:

"Ultimate Net Loss" means the amount paid or payable in cash in the settlement or satisfaction of claims for which the "insured" is liable, either by adjudication or compromise with our written consent, after making proper deduction for all recoveries and salvages. Amounts for which the "insured" is liable include amounts covered under the EXCESS LIMITS FOR CLAIMS MADE INSURANCE FOLLOW FORM ENDORSEMENT.

**SCHEDULE OF CLAIMS MADE UNDERLYING INSURANCE**

Insurance Company:

Claims Made Coverage:

Limits:

Coverage C. Retroactive Date:

Insurance Company:

Claims Made Coverage:

Limits:

Coverage C. Retroactive Date:

All other terms and provisions remain unchanged.

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Authorized Agent