Chartis Specialty Insurance Company



A capital stock company

THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

Policy Number: Replacement of:

EXCESS EDGE[®]

NOTICES: Depending on the terms, conditions and limitations of the Followed Policy, this policy may (1) only provide coverage for loss from claims first made or first made and reported during its Policy Period; (2) have its limit of liability reduced by the payment of defense costs and/or claim expenses, and (3) not impose a duty to defend on the Insurer. Please read the Followed Policy and this policy carefully and discuss the coverage provided thereunder and hereunder with your insurance agent or broker.

DECLARATIONS

Policyholder:

Policyholder Address:

Policyholder Domicile:

Insurer Address:

175 Water Street, 18th Floor

New York, NY 10038

Claims Address: e-mail:

Mail:

c-claim@chartisinsurance.com

Chartis, Financial Lines Claims

P.O. Box 25947

Shawnee Mission, KS 66225

Limit of Liability:

Total Underlying

Limits:

\$

\$

XXX,000,000

Policy Period: From:

To:

Premium:

TRIA Premium

[Surcharge Variable 1]

[Surcharge Variable 2]

[Variable] [Variable]

XX,000,000

[Variable]

SCHEDULE OF UNDERLYING COVERAGE

	Underlying Insurer	Underlying Policy	Underlying Limit	Underlying Policy Period
*			\$XXX,XXX,XXX Primary	XX/XX/XX to XX/XX/XX
			\$XXX,XXX,XXX xs \$XXX,XXX,XXX	XX/XX/XX to XX/XX/XX

The Policy Period incepts and expires as of 12:01 A.M. at the Policyholder Address. Terms with "Bold" typeface are used in this policy with the meanings and values ascribed to them above; however, subject to the Changes clause, the "Followed Policy" means the policy in the Schedule with an "*" at the beginning of its row, but only with respect to the following Followed Coverage Section(s): [Insert linear text variable here default should be "All." Otherwise, list Coverage under Terrorism Risk Insurance Act 2002. Amount indicated above is included in Premium. A copy of the TRIA disclosure sent with the original quote is attached hereto.

103485 (02/10)

In consideration of the payment of the premium, Chartis Specialty Insurance Company (the "Insurer") and insureds agree as follows: This policy shall provide coverage in accordance with the same terms, conditions and limitations of INSURING **AGREEMENT** the Followed Policy, as modified by and subject to the terms, conditions and limitations of this The Insurer's coverage obligations under this policy attach to the Insurer only after the Total Underlying Limits have been exhausted through payments by, on behalf of or in the place of the Underlying Insurers of amounts covered under the Underlying Policies. This policy shall continue in force as primary insurance only upon the exhaustion of the Total Underlying Limits by reason of such payments and satisfaction of any applicable retention. This policy shall recognize erosion of an Underlying Limit of an Underlying Policy through payments by others of covered amounts under that Underlying Policy. The risk of uncollectability of any part of the Total Underlying Limits, for any reason, is expressly retained by the Policyholder and any insureds, and is not insured under this policy or assumed by the Insurer. I IMIT OF The Limit of Liability is the aggregate limit of the Insurer's liability for all coverage under this LIABILITY policy. **NOTICES** Where the Followed Policy requires or permits notice to its insurer, the Policyholder or the insureds have the same obligations and rights to notify the Insurer under this policy, except that with respect to this policy, any notice to the Insurer must be directed as follows: (i) for claimsrelated matters, by mail or e-mail to the Claims Address; and (ii) for all other notices, by mail to the Insurer Address. RIGHTS The Insurer shall have the same rights, privileges and protections afforded to the Underlying Insurer of the Followed Policy in accordance with the terms, conditions and limitations of the Followed Policy. The Insurer shall also have the right, in its sole discretion, but not the obligation, to effectively associate with the insureds in the defense and settlement of any claim that appears to be reasonably likely to involve the Insurer. The Policyholder, its subsidiaries and any insureds shall provide the Insurer with such information, assistance and cooperation as the Insurer may reasonably request and shall not do anything that prejudices the Insurer's position or potential rights of recovery. RELIANCE The Insurer has issued this policy in reliance upon the completeness and accuracy of the applications, warranties, statements, the binders for the Underlying Policies, any attachments thereto and any other materials submitted for this policy, which shall be deemed attached hereto and made a part hereof. **CHANGES** If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are modified, the insureds must notify the Insurer in writing, as soon as practicable, of such modification. If any changes to the Followed Policy: (i) expand coverage, (ii) change the policyholder name or address, or (iii) modify premium, this policy shall not follow those changes unless the **Insurer** reflects its agreement to do so in a written endorsement to this policy. IN WITNESS WHEREOF, the Insurer has caused this policy to be signed below by its President, Secretary and its duly authorized representative. **PRESIDENT AUTHORIZED REPRESENTATIVE SECRETARY** COUNTERSIGNATURE LOCATION COUNTERSIGNATURE DATE (WHERE REQUIRED BY LAW)