



## EXCESS FOLLOW FORM INSURANCE POLICY

In consideration of the payment of the premium, and in reliance upon all statements and representations made in any application submitted in connection with the **Followed Policy**, **Underlying Policies** and/or this Policy, including all information furnished in connection therewith, all of which are incorporated by reference into this Policy, the **Insurer** and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

### I. INSURING AGREEMENT

This Policy shall provide the **Insured** with insurance coverage for any claim, loss and/or occurrence in accordance with the same terms, conditions, exclusions and limitations of the **Followed Policy** referenced in Item 6. (A) of the Declarations (except as regards the premium, Limits of Liability or any endorsements attached to this Policy) as they existed on the inception date of this Policy, except as otherwise provided herein.

Notwithstanding any other provision of this Policy, in no event shall this Policy grant broader coverage than that provided by the **Followed Policy** or any of the **Underlying Policies**.

### II. DEFENSE AND SETTLEMENT

The **Insurer** shall have the right, but not the duty, and shall be given the opportunity, to effectively associate with the **Insured** in the investigation, settlement or defense of any claim that is reasonably likely to involve the Limits of Liability of this Policy. The **Insured** shall not admit liability for, offer to settle or settle, any claim or incur any defense costs where the liability, settlement and/or defense costs are reasonably likely to involve the Limits of Liability of this Policy, without the **Insurer's** prior written consent.

### III. DEFINITIONS

1. "**Followed Policy**" shall mean the policy referenced in Item 6. (A) of the Declarations.
2. "**Insured**" shall mean the **Named Insured** and those individuals and/or entities insured by the **Followed Policy**.
3. "**Insurer**" shall mean the entity issuing this Policy as referenced in the Declarations.
4. "**Named Insured**" shall mean the entity referenced in Item 1. of the Declarations.
5. "**Policy Period**" shall mean the period of time referenced in Item 2. of the Declarations, or any shorter period of time that may occur due to the cancellation or termination of this Policy.
6. "**Total Underlying Limits**" shall mean the aggregate sum of all Limits of Liability as set forth in Item 6. (A) and 6. (B) for all **Underlying Policies**, plus the uninsured retention or deductible under the **Followed Policy**.
7. "**Underlying Policies**" shall mean the policies referenced in Item 6. (A) and 6. (B) of the Declarations.

#### IV. LIMITS OF LIABILITY AND MAINTENANCE OF UNDERLYING INSURANCE

The Limits of Liability referenced in Item 3. of the Declarations is the limit of the **Insurer's** liability for all covered claims and/or losses in excess of the **Total Underlying Limits**. It is agreed and understood that liability for any covered claim and/or loss shall attach to the **Insurer** only after the underlying insurers and/or the **Insured** shall have paid the full amount of the **Total Underlying Limits**.

In the event of the reduction or exhaustion of the **Total Underlying Limits** by reason of the **Underlying Policies** or **Insured** paying otherwise covered claims, then this Policy shall, subject to the Limits of Liability referenced in Item 3. of the Declarations: (1) in the event of reduction, pay excess of the reduced **Total Underlying Limits**, and (2) in the event of exhaustion, continue in force as primary insurance; however, this Policy shall only pay excess of the retention or deductible applicable to the **Followed Policy**, which shall be applied to any subsequent claim and/or loss in the same manner as specified in the **Followed Policy**.

The Insurer shall only be obligated to cover claims and/or loss below the attachment of this Policy when there is a reduction or exhaustion of the **Total Underlying Limits** and it shall not be so obligated for any other reason including, but not limited to: (1) non-payment to any extent of the **Total Underlying Limits**, (2) existence of a sub-limit of liability in any **Underlying Policies** (unless specifically endorsed hereon) or (3) any **Underlying Policies** containing terms and conditions different from the **Followed Policy**. Although this Policy shall not attach excess of any sub-limit of liability, any payments made pursuant to such sub-limit shall be recognized as reduction of the available **Total Underlying Limits**.

The **Named Insured** shall maintain the **Underlying Policies** in full effect throughout the **Policy Period**, except for any reduction or exhaustion of the aggregate limits of the **Underlying Policies** by reason of payment of any claim and/or loss as provided for in the above paragraph. If the **Underlying Policies** are not so maintained, the **Insurer** shall not be liable under this Policy to a greater extent than it would have been had such **Underlying Policies** been so maintained, nor shall the **Insurer** be obligated to cover any claim and/or loss below the attachment of this Policy.

In the event any of the **Underlying Policies** does not pay any claim and/or loss covered under the **Underlying Policies**, the **Insured** shall be deemed to be self-insured for the amount of the Limits of Liability of said insurer. The **Insurer** shall not be liable under this Policy to a greater extent than it would have been had such insurers or **Insured** paid, nor shall the **Insurer** be obligated to cover any claim and/or loss below the attachment of this Policy.

#### V. CONDITIONS

The **Named Insured** in Item 1. of the Declarations will be the sole agent and will act on behalf of all **Insureds** for the purpose of giving any notices, including for cancellation of this Policy, for the payment of premium and receipt of any return premium, for the payment of the deductible or retention, or the exercising or declining to exercise any rights under this Policy.

The **Named Insured** shall give the **Insurer** notice of any claim, loss and/or occurrence in the same manner and in the time required by the terms and conditions of the **Followed Policy** and shall be provided to the address shown in the Declarations. Notice to an insurer of any of the **Underlying Policies** is not notice to the **Insurer**.

As a condition precedent to coverage under this Policy, the **Named Insured** shall give written notice, as soon as practicable, with full particulars to the **Insurer** of any: (1) changes to any of the **Underlying Policies**, (2) exhaustion of the aggregate Limits of Liability of any **Underlying Policies**, (3) **Underlying Policies** not being maintained in full effect during the **Policy Period**, (4) insurer of any **Underlying Policies** becoming subject to a receivership, liquidation, dissolution, rehabilitation or similar proceeding or being taken over by any regulatory authority or an insurer of any of the **Underlying Policies** failing to pay any claim and/or loss covered under the **Underlying Policies** or (5) claim and/or loss that might reasonably give rise to a claim under the **Followed Policy**.