



Excess Liability Insurance Policy Declarations

This Policy is issued by the stock insurance company listed above (herein "Insurer").

UNLESS OTHERWISE PROVIDED IN THE FOLLOWED POLICY, THIS POLICY IS A CLAIMS MADE POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

Policy No. **Renewal Of**

Item 1. Insured Company

Principal Address:

Item 2. Coverages Provided:

Item 3. Followed Policy:

Insurer:

Policy Number

Item 4. Policy Period

From 12:01 A.M.

To 12:01 A.M.

(Local time at the address shown in Item 1.)

Item 5. Premium

\$ _____

Policy Premium

\$ _____
\$ _____
\$ _____
\$ _____

\$ _____

Total Amount Due

Item 6. Limit of Liability/Aggregate Limit:

\$ _____

for all Loss under all Coverages combined.

Item 7. Underlying Policy Limits/Attachment Point:

\$ _____

Item 8. PENDING & PRIOR LITIGATION DATE:

This Policy is intended to follow the Pending & Prior Litigation Exclusion of the Followed Form, subject to the date indicated above.

Item 9. NOTICE TO INSURER

A. Notice of Claim, Wrongful Act or Loss:

P.O. Box 25152
Lehigh Valley, PA 18002-5152
First Notices Fax:
215.640.5040 or 1.877.746.4671
First Notices Email:
WSGPROFRISKCLAIMS@ACE-INA.COM

B. All other notices:

ACE Westchester Specialty Group
Attention: Professional Liability Dept.
500 Colonial Center Parkway
Suite 200
Roswell, GA 30076

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Date:

MO/DAY/YR.

Authorized Representative



Excess Liability Insurance Policy

I. INSURING AGREEMENT

In consideration of the payment of the premium and in reliance upon all statements made in the application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this policy, the Insurer agrees to provide insurance coverage to the Insureds in accordance with the terms, definitions, conditions, exclusions and limitations of the Followed Policy, except as may be modified by endorsement(s) attached hereto and forming part of the policy.

II. LOSS PAYABLE PROVISION

It is agreed the Insurer shall pay on behalf of the Insured as defined in the Followed Policy for Loss by reason of exhaustion by payments of all Underlying Policy Limits of all underlying policies by the underlying insurers issuing such underlying policies and/or the Insureds, subject to i) the terms and conditions of the Followed Policy as in effect the first day of the Policy Period; ii) the Limit of Liability as stated in Item 6 of the Declarations; and iii) the terms and conditions of, and the endorsements attached to, this Policy. In no event shall this policy grant broader coverage than would be provided by the Followed Policy.

III. DEFINITIONS

- A. The Terms "Insurer" and "Followed Policy" shall have the meanings attributed to them in the Declarations.
- B. The term "Insureds" means those individuals and entities insured by the Followed Policy.
- C. The term "Policy Period" means the period set forth in Item 4 of the Declarations.
- D. The term "Underlying Policy Limits/Attachment Point" means an amount equal to the aggregate of all limits of liability as set forth in Item 7 of the Declarations for all Underlying Policies, plus the uninsured retention, if any, applicable to the Underlying Policies.

IV. POLICY TERMS

- A. This policy is subject to the same representations contained in the Application for the Followed Policy and has the same terms, definitions, conditions, exclusions and limitations (except as regards the premium, the limits of liability, the policy period and as may be modified by endorsement) as are contained in the Followed Policy.
- B. If during the Policy Period or any Discovery Period the terms, conditions, exclusions or limitations of the Followed Policy are changed in any manner, the Insureds shall as a condition precedent to their rights to coverage under this policy give to the Insurer written notice of the full particulars thereof and secure the Insurers affirmative consent to such modification before coverage will be effective.
- C. As a condition precedent to their rights under this policy, the Insureds shall give to the Insurer as soon as practicable written notice and the full particulars of the payment of the covered loss that exceeds 50% of the Underlying Policy Limits.
- D. Application of Recoveries: All recoveries or payments recovered or received subsequent to a Loss settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insureds and the Insurer, provided always that the foregoing shall not affect the time when Loss under this policy shall be payable.