

NAMED INSURED	EFFECTIVE DATE	POLICY NUMBER
EBI EX DEC 100 (05-02) CN 019 11 01 C-GLS-3 (02/94)	Excess Liabilty Policy Declarations Signature Page Schedule of Forms	
ENDORSEMENT NO. 1	Venue Exclusion	
EBI UM CA 300 (03-03)	California Changes – Cancellation And Nonrenewal	
EBI EX 200 (05-02)	Excess Liabilty Policy	
EBI UM 300 (05-02)	Schedule of Primary Insurance	
EBI EX 301 (05-02)	Asbestos Exclusion	
EBI EX 302 (05-02)	Cross Suits Exclusion	
EBI EX 303 (05-02)	Discrimination Liability Exclusion	
EBI EX 304 (05-02)	Employee Injury/Practices Exclusion	
CU 21 30 11 02	Cap On Losses From Certified Acts Of Terrorism	

SAMPLE

NAMED INSURED

EFFECTIVE DATE

POLICY NUMBER

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

VENUE EXCLUSION

This endorsement modifies insurance provided under the following:

Excess Liability Policy.

This insurance does not apply to any claims resulting from "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of events and/or activities held in venues or locations where the total capacity is greater than 10,000 people. Coverage under this policy is limited to venues or locations that have a total capacity of 10,000 people."

It is further understood that "Capacity " is defined as the maximum number of people allowed at a particular venue or location as predicated by authorities.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

UMBRELLA AND EXCESS LIABILITY POLICY
EXCESS LIABILITY POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added and supersedes any provisions to the contrary:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
 - (8) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
 - (9) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse;
 - (10) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for a reason listed in Paragraph **3.a.(1)** or **3.a.(2)**; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

EXCESS LIABILITY POLICY

DECLARATIONS PAGE

- Named Insured**
- Policy Period**
- Coverage**
- Limits of Liability**
- Premium**
- Basis of Premium**
- Underlying Policy Number(s)**
- Form(s) and Endorsement(s)**

PREAMBLE..... PAGE 2

SECTION I. COVERAGES..... PAGE 2

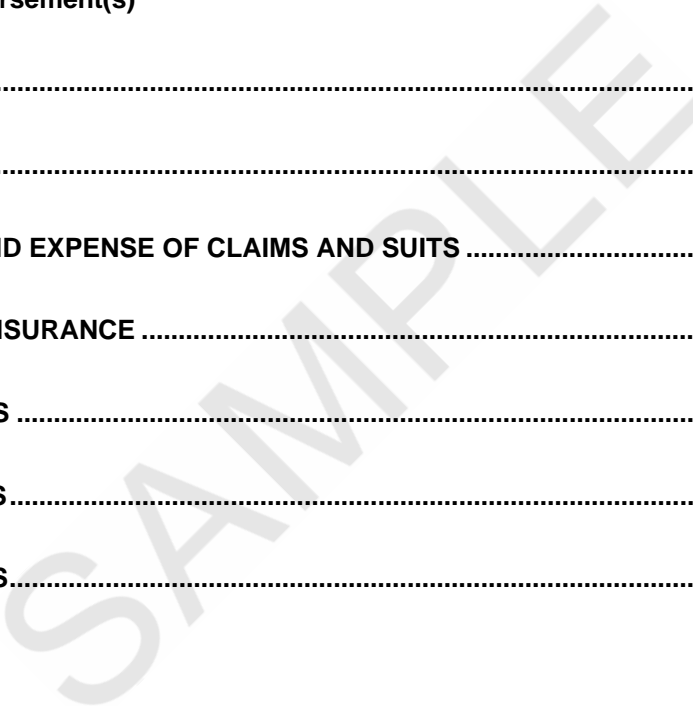
SECTION II. DEFENSE AND EXPENSE OF CLAIMS AND SUITS PAGE 2

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PREAMBLE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We will not pay sums or perform acts or services unless explicitly provided for in this policy. Wherever boldfaced in this policy the words **You** and **Your** refer to the Named Insured shown in the Declarations and the words **We**, **Us** and **Our** refer to the Company providing this insurance. The word **Insured** means any person or organization qualifying as such under the definition found in the DEFINITIONS Section.

Other words and phrases that are boldfaced have special meaning. Refer to the DEFINITIONS Section.

I. SECTION I. COVERAGES

This coverage only applies to injury or damage covered by the **Primary Insurance**. The definitions, terms, conditions, limitations and exclusions of the **Primary Policies**, in effect at the inception date of this policy, apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, **Other Insurance**, an obligation to investigate or defend, the amount or limits of insurance, payment of expenses, cancellation or any renewal agreement.

Subject to the other provisions of this policy, **We** will pay on behalf of the **Insured** those sums in excess of **Primary Insurance** that the **Insured** becomes legally obligated to pay as damages. The amount **We** will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE.

A. OCCURRENCE FORM

If a **Primary Policy** applies on the basis of injury or damage which occurs during the period of that policy, then this coverage shall only apply on the same basis and in a like manner to injury or damage which occurs during **Our** policy period.

B. CLAIMS-MADE FORM

If a **Primary Policy** applies on the basis of claims first made against the **Insured** during the period of that policy, then this coverage shall only apply to those claims on the same basis and in a like manner, provided:

- (1) The date such claim is first made against the **Insured** is during **Our** policy period, and
- (2) The injury or damage occurs on or after the Retroactive Date shown in the Declarations of this policy and prior to the termination of this policy.

Extended Reporting Period

If a **Primary Policy** provides coverage under an Extended Reporting Period for a claim, then coverage under this policy will apply to that claim in a like manner, provided:

- (1) Coverage **We** afford will only be excess of coverage under an Extended Reporting Period provided by the **Primary Policy**;
- (2) The injury or damage occurs on or after the Retroactive Date shown in the Declarations of this policy and prior to the termination of this policy;
- (3) The Extended Reporting Period will not reinstate or increase the Limits of Insurance of this policy or extend **Our** Policy Period; and
- (4) If the **Primary Policy** requires a written request from You in order for its Extended Reporting Period to apply to such claim, then:
 - (a) **We** must also receive a written request from You no later than sixty (60) days after the termination of this policy, and
 - (b) **You** must promptly pay an additional premium to **Us** when due.

The amount of the additional premium will be determined by **Us**. This premium for **Our** Extended Reporting Period will not exceed 200% of the annual premium of this policy and will be deemed fully earned.

SECTION II. DEFENSE AND EXPENSE OF CLAIMS AND SUITS

A. DEFENSE

At **Our** discretion, **We** may:

- (1) Investigate any occurrence or claim, and
- (2) Settle any claim or **Suit** of which **We** assume charge of the settlement or defense.

When insurance is available to the **Insured** under any **Primary Insurance**, **We** will have the right and opportunity, although not the obligation, to associate with the **Primary Insurer** in the defense and control of any claim or **Suit** which, in **Our** opinion, may create liability under this policy.

We will assume charge of the settlement or defense of any claim or **Suit** against the **Insured** seeking damages to which this policy applies and to which no **Primary Insurance** or **Other Insurance** applies because of exhaustion of the aggregate limits of insurance of the **Primary Policies** or **Other Insurance**.

We will not be required to defend any claim or **Suit** after the applicable limit of **Our** insurance has been exhausted by the payment of judgments or settlements.

B. PAYMENT OF EXPENSES

- (1) With respect to any claim or **Suit** which **We** assume charge of the settlement or defense, **We** will pay:
 - (a) All expenses **We** incur.
 - (b) Costs taxed against the **Insured** in the **Suit**.
 - (c) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. **We** do not have to furnish these bonds.
 - (d) Other reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$100 a day, because of time off from work.
 - (e) Prejudgment interest awarded against the **Insured** on that part of the judgment **We** pay. If **We** make an offer to pay prior to judgment, **We** will not pay any prejudgment interest on the amount **We** offer to pay for the period of time following that offer.
 - (f) Interest on the amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- (2) With respect to any claim or **Suit** to which this policy applies and for which **We** do not assume charge of the settlement or defense:
 - (a) **We** will pay expenses **We** directly incur at **Our** discretion.
 - (b) **We** will not pay expenses:
 - (i) Incurred by **You** or others, or
 - (ii) Included in any **Primary Insurance** or **Other Insurance**
- (3) Payment under (1) or (2) above, will not reduce **Our** Limit of Insurance.

SECTION III. LIMITS OF INSURANCE

A. OCCURRENCE LIMIT

- (1) The Limit of Insurance stated in the Declarations as applicable to “each occurrence” shall be the total limit of **Our** liability for all damages arising out of any one occurrence. That limit is the most **We** will pay regardless of the number of coverages, **Insureds**, persons, or organizations sustaining injury or damage, or claims made or **Suits** brought.
- (2) If the limit of insurance of the applicable **Primary Policy** applies on a basis other than each occurrence, the insurance afforded by this policy shall apply in the same manner as the applicable **Primary**

Policy. Irrespective of how the insurance afforded by this policy applies, in no event shall the total limit of **Our** liability exceed the limit stated in the Declarations for “each occurrence.”

- (3) This insurance shall apply only in excess of the applicable Limit of Liability shown in the Schedule of Primary Insurance attached to this policy.
 - (a) If the applicable Limit of Liability shown in the schedule of Primary Insurance for a **Primary Policy** applies on a claims-made basis, and if it has been reduced or exhausted by payments for claims or claims expense, then **Our** policy shall apply in excess of such reduced Limit of Liability or, if such limit has been exhausted, shall afford coverage to the extent that insurance was afforded by the **Primary Policy**; provided that:
 - (b) If the applicable Limit of Liability shown in the Schedule of Primary Insurance for a **Primary Policy** applies on other than a claims-made basis, and if it has been reduced or exhausted by payments for damages arising out of occurrences which took place during **Our** Policy Period, then **Our** policy shall apply in excess of such reduced Limit of Liability or, if such limit has been exhausted, shall afford coverage to the extent that insurance was afforded by the **Primary Policy**.
 - (i) Such claim is for damages arising out of an occurrence which took place before the termination of **Our** Policy Period (but not before the Retroactive Date shown in the Declarations), and
 - (ii) The claim is first made against the **Insured** during **Our** Policy Period or during an Extended Reporting Period provided by this policy.
 - (c) If coverage is provided by this policy in accordance with either (a) or (b) above, such coverage shall not apply on or after the inception date of the next succeeding annual period of the applicable **Primary Policy**.

B. AGGREGATE LIMIT

Subject to **Our** Limit of Insurance for “each occurrence” as described above, the Limit of Insurance stated in the Declarations as “aggregate” is the most **We** will pay for all damages because of injury arising out of:

- (1) **Occupational Disease** sustained by employees of the **Insured**, or the spouses,

children, parents or siblings of those employees; or

- (2) The products-completed operations hazard as that hazard is defined in **Primary Insurance**; or
- (3) Any hazard (other than those described in (1) or (2) above) for which the terms of the **Primary Insurance** provide coverage which is subject to an aggregate limit, and to which this policy also applies.

C. OCCURRENCE LIMIT AND AGGREGATE LIMIT

If the limit of insurance available to the **Insured** under the applicable **Primary Policy** is greater than the amount shown in **Our** Schedule of Primary Insurance, this policy shall apply in excess of that greater limit.

SECTION IV. DEFINITIONS

As used in the policy, the following words or phrases mean:

A. INSURED –

- (1) The **Named Insured**, and
- (2) Any person or organization included as an insured or additional insured in any **Primary Policy**, provided that **Our** policy does not apply to damages arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the Declarations of this policy and a **Named Insured**.

B. NAMED INSURED –

- (1) The Named Insured stated in the Declarations of this policy, and
- (2) Any named insured or additional named insured in any **Primary Policy**; provided that, with respect to persons or organizations included within **Primary Insurance** as named insureds after the effective date of this policy, this coverage only applies for the first ninety (90) days following the date such persons or organizations are included within **Primary Insurance** unless (a) within the ninety (90) day period **You** request **Us** to include such person or organization as a named insured, and (b) **We** agree to do so.

C. OCCUPATIONAL DISEASE – A bodily injury by disease arising out of and in the usual and ordinary course of employment

D. OTHER INSURANCE – Insurance, other than **Primary Insurance** or insurance which is specifically purchased by the **Named Insured** to be in excess of the insurance afforded by this policy, which is available to the **Insured** and affords coverage for injury or damage to which this policy applies.

E. PRIMARY INSURER – The **insurer** of the **Primary Insurance** or **Other Insurance** policies.

F. PRIMARY POLICY, PRIMARY POLICIES AND/OR PRIMARY INSURANCE – The policy or policies of insurance as described in the Schedule of Primary Insurance forming a part of the Declarations of this policy, including any Extended Reporting Period(s).

G. SUIT – A civil proceeding in which damages, insured by this policy, are alleged. **Suit** includes an arbitration proceeding alleging such damages to which **You** must submit or submit with **Our** consent.

SECTION V. EXCLUSIONS

This Policy Does Not Apply:

A. CONTRACTUAL LIABILITY, EMPLOYEE

INJURY – To any liability for injury sustained by any officer or other employee of the **Insured**, if such liability is assumed by the **Insured** under a contract or agreement made with a labor union for the benefit of such officer or employee.

B. FELLOW EMPLOYEES – To any officer or other employee as an **Insured** with respect to any injury to another officer or employee of an **Insured** injured in the course of such employment.

C. LAWS – To liability imposed on the **Insured** under any of the following: (1) Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended, (2) any uninsured motorists, underinsured motorists, or automobile no-fault or first party personal injury law, (3) any workers' compensation, unemployment compensation, or disability benefits law, except for liability of others lawfully assumed by the **Insured** under contract, of (4) any other law similar to any of the foregoing.

D. INTANGIBLE PROPERTY DAMAGE – To injury, damage, loss, destruction, or reduction in financial value of intangible property, including loss of use thereof.

E. MEDICAL EXPENSE/PAYMENTS – To coverage for medical expenses or medical payments as described in **Primary Insurance**.

F. NUCLEAR ENERGY LIABILITY – with respect to which an Insured under the Policy is also an Insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability.

G. POLLUTION –

- (1) To injury or damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - (a) At or from premises **You** own, rent or occupy;
 - (b) At or from any site or location used by or for **You** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for **You** or any person or organization for whom **You** may be legally responsible;
 - (d) At or from any site or location on which **You** or any contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations:
 - (i) If the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants; or
 - (e) For which **You** become liable solely because of any contract or agreement **You** enter or entered into.
- (2) Any loss, cost or expense arising out of any governmental direction or request that **You** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- ## H. PROPERTY DAMAGE –
- To damage to or loss of use of (1) property owned by the **Insured** or purchased by the **Insured** under an installment sales contract or on consignment to the **Insured**, (2) any product manufactured, sold, handled or distributed by or for the **Named Insured** if arising out of such product or any part thereof, (3) work performed by **You** if arising out of the work or any portion of it, or out of materials, parts or equipment furnished in connection with it, (4) aircraft rented to, used by or in the care, custody or control of the **Insured**.

SECTION VI. CONDITIONS

- ### A. APPEALS.
- In the event any **Primary Insurer** elects not to appeal a judgment in excess of the amount of the **Primary Insurance** or **Other Insurance**, **We** may elect to appeal. However, in no event shall **Our** liability exceed the amount set forth in the Declarations and in SECTION III-

LIMITS OF INSURANCE for any one occurrence, plus the expenses incidental to such appeal.

- ### B. ARBITRATION.
- We** shall not be liable under this policy for damages awarded in arbitration except (1) an arbitration proceeding wherein an indemnitee under an insured contract or agreement seeks damages against the **Insured** on account of the insured contract and wherein **We** are entitled to exercise the **Insured's** rights in the choice of arbitrators and in the conduct of such arbitration proceedings, or (2) an arbitration proceeding in which **We** may not participate but for which **We** have given written consent.

- ### C. ASSISTANCE AND COOPERATION OF THE INSURED.
- The **Insured** shall cooperate with **Us** in the investigation, settlement or defense of any claim or **Suit**, and take all necessary steps to protect the **Insured's** and **Our** interests. Upon **Our** request, the **Insured** shall attend hearings and trials and assist in effecting settlements, in securing and giving evidence and, if **We** should so elect, in the conduct of **Suits**.

The **Insured** shall cooperate with the **Primary Insurers** as required by the terms of their policies and comply with all terms and conditions thereof. The **Insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of liability with respect to which insurance is afforded under both this policy and the **Primary Insurance** or **Other Insurance**.

The **Insured** shall not at any time make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or **Suit** without **Our** written consent.

In the event any **Primary Insurer** denies coverage for any reason whatsoever, written notice shall immediately be given by or on behalf of the **Insured** to **Us**. Such notice shall contain the reason for such denial as stated by the **Primary Insurer**. As a condition precedent to making a claim under this policy, the **Insured**, upon **Our** request, shall initiate legal proceedings against said **Primary Insurer** to determine by final judgment the legality of its position. If such legal proceedings are unsuccessful, expenses, incurred by the **Insured** at **Our** request shall be paid by **Us**.

If the denial of coverage by the **Primary Insurer** is legally upheld because of a breach of a policy condition by the **Insured**, and if said breach is not also a breach of condition of this policy, the insurance afforded by this policy shall apply in the same manner as though such **Primary Insurer's** policy had not been breached and had remained in full effect.

D. BANKRUPTCY OF ANY PRIMARY INSURER.

In the event of the bankruptcy or insolvency of any **Primary Insurer**, the insurance provided by this policy shall not replace such **Primary Insurance**, but shall apply in the same manner as though such **Primary Insurance** was available and collectible.

E. CANCELLATION

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to **Us** or any of **Our** authorized agents, this policy or written notice stating when thereafter the cancellation shall be effective.
2. **We** may cancel this policy by mailing or delivering to the first **Named Insured** at the address shown in the Declarations written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.
3. If this policy is cancelled, **We** will send the first **Named Insured** any premium refund due. If **You** initiate the cancellation of this policy, the earned premium shall be computed in accordance with the customary short rate table and procedure. If **We** cancel this policy, the earned premium shall be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter. However, payment of unearned premium is not a condition of cancellation.
4. The mailing of notice as aforesaid shall be sufficient proof of notice, and the effective date of cancellation stated in the notice shall become the end of **Our** Policy Period.

F. CONFORMITY WITH STATUTE. The terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform with such statutes.

G. MAINTENANCE OF PRIMARY INSURANCE.

- (1) **You** agree to maintain all **Primary Insurance**, as described in the Schedule of Primary Insurance, in full force and effect during **Our** Policy Period, except for reduction of aggregate limits due to payment of claims or claims expense. If such **Primary Insurance** is not maintained in full force and effect, or if any limits of insurance of a **Primary Policy** are less than those stated in the Schedule of Primary Insurance, or if **Primary Insurance** is unavailable to the

Insured due to bankruptcy or insolvency of the **Primary Insurer**, or if there is any material change in the coverage under any **Primary Insurance**, the insurance afforded by this policy shall apply in the same manner as though such **Primary Policies** and limits of insurance had been in effect, so maintained and unchanged.

- (2) Notwithstanding anything to the contrary in (1) above, in the event of cancellation or termination of any **Primary Insurance**, this policy shall cease to apply at the same time without notice to the **Insured**.
- (3) **You** agree to notify **Us** promptly if any **Primary Insurance** is cancelled or terminated.

H. NAMED INSURED'S REPRESENTATIONS. By acceptance of this policy, **You** agree that:

- (1) The statements in the Declarations and application are **Your** agreements and representations; and that those statements are accurate and complete; and that this policy is issued and continued in reliance upon the truth of those representations; and
- (2) This policy embodies all agreements existing between **You** and **Us** or any of **Our** agents relating to this insurance.

I. NOTICE OF OCCURRENCE, CLAIM OR SUIT, INSURED'S DUTY.

- (1) The **Insured** must see to it that **We** are notified promptly in writing of an occurrence which may result in a claim under this policy.
- (2) If a claim is made or **Suit** is brought against any **Insured**, the **Insured** must see to it that **We** receive prompt written notice of the claim or **Suit**.
- (3) The **Insured** or their representative must:
 - (a) Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**; and
 - (b) Authorize **Us** to obtain records and other information.

J. OTHER INSURANCE.

If there is any (1) **Other Insurance**, or (2) insurance available to the **Insured** on an extended reporting period basis under either a **Primary Policy** or **Other Insurance**, or (3) insurance available to the **Insured** on a retroactive basis under either a **Primary Policy** or **Other Insurance**, this policy shall apply as excess of and not contributory with such insurance.

If the **Insured** has another Excess Liability Policy with **Us** (other than a policy issued to apply specifically excess of this policy) which provides coverage for a claim also covered by

this policy, the **Insured** must elect which policy shall apply. **We** shall be liable under the policy so elected and shall not be liable under any other policy.

- K. PAYMENT OF LOSS, ACTION AGAINST COMPANY.** **We** shall be liable for payment under this policy only after (1) the **Insured** and the **Primary Insurers** have paid or become obligated to pay the applicable amount or amounts of such insurance, (2) the **Insured** and the **Primary Insurers** have fulfilled or agreed to fulfill their obligation to defend and pay expenses; and (3) final judgment has been rendered against the **Insured** after actual trial or after written agreement has been reached by the **Insured**, the claimant, the **Primary Insurers**, and **Us**. Any claim made against **Us** by the **Insured** under this policy shall be made within twelve (12) months after the **Insured** pays or becomes obligated to pay an amount of damages in excess of the amount of **Primary Insurance** or **Other Insurance**.

If any subsequent payments are made or required to be made by the **Insured** on account of the same event causing injury or damage, additional claims may be similarly made from time to time and shall be similarly subject to the provisions of this condition.

Nothing contained in this policy shall give any person or organization any right to join **Us** as co-defendant in any action against any **Insured** to determine that **Insured's** liability.

- L. PREMIUM.** The premium for this policy shall be computed on the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified under "Basis of Premium" as "Flat Charge," is an estimated premium only. The earned premium shall be computed upon termination of this policy, or the end of each twelve (12) month period if the policy is written for a three-year term, whichever is first. If the earned premium is more than the advance premium paid, the first **Named Insured** shall pay the excess to **Us**; if less, **We** shall return to the first **Named Insured** the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve (12) months of **Our** policy period, and subject further to any policy minimum premium. The policy minimum premium is a minimum amount of premium earned under this policy in the event **You** cancel this policy.

- M. SUBROGATION.** In the event of any payment under this policy, the **Insured** must notify **Us** of any of the **Insured's** rights of recovery against any person or organization. **We** shall be subrogated to all such rights and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to

secure such rights. The **Insured** shall do nothing after loss to prejudice such rights. Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by **Us**, if there is no recovery, **We** shall bear the expense thereof. If there is a recovery, **We** shall be reimbursed in full from such recovery for the amount of all expenses incurred by **Us** before apportionment of such recovery as herein provided.

- N. WORKERS' COMPENSATION AGREEMENT.** With respect to injury or death of any officer or other employee of the **Insured** or the spouse, child, parent, brother or sister of an employee of the **Insured**, which arises out of and in the course of employment by the **Insured**, it is a condition to the recovery of any loss under this policy and the **Insured** represents and agrees that it has not abrogated and will not abrogate its common-law defenses under any Workers' Compensation or Occupational Disease Law by rejection of such law or otherwise. In the event the **Insured** should abrogate such defenses, the insurance provided by this policy shall not apply to injury or damage to such officer or employee or the spouse, child, parent, brother or sister of that employee.

POLICY NUMBER:

UMBRELLA AND EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

UMBRELLA AND EXCESS LIABILITY POLICY

Schedule of Primary Insurance

Name of Underlying Insurer Underlying Policy Number Underlying Policy Period	Coverage	Limit of Insurance (Underlying Limit)
Company: Policy Number: Policy Term:	<input type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Hired Automobile	Bodily Injury \$_____ each person \$_____ each accident Property Damage \$_____ each accident Combined Single Limit \$_____ each accident
Company: Policy Number: Policy Term:	Employer Liability	Bodily Injury by Accident \$_____ each accident Bodily Injury by Disease \$_____ policy limit \$_____ each employee
Company: Policy Number: Policy Term:	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims Made Form Retroactive Date:	General Aggregate \$ Products Complete Operations Agg. \$ Personal and Advertising Limit \$ Each Occurrence Limit \$
Company: Policy Number: Policy Term:	Other:	\$_____ \$_____
Company: Policy Number: Policy Term:	Other:	\$_____ \$_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

Notwithstanding any other provision contained or incorporated in this policy, this insurance does not apply to **Bodily Injury, Property Damage, Personal Injury, Advertising Injury**, or any other injury or damage, or to any liability whatsoever, in whole or in part caused by, resulting from, arising out of, or in any way related to **Asbestos**, including, but not limited to:

- a. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **Asbestos**; or
- b. Any request, demand, or order issued or made by any governmental body or agency that any **Insured** or others investigate, test for, monitor, clean up, remove, contain, remediate, treat, detoxify, neutralize, or in any way respond to or assess the extent or the effects of **Asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements, as to any claim, suit, or proceeding involving or allegedly involving **Asbestos**.

As used in this exclusion, **Asbestos** includes, but is not limited to, the mineral asbestos in any form, asbestos fibers, asbestos dust, asbestos products, asbestos containing materials, and asbestos contained in any products, goods, materials, buildings, structures, or other real or personal property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION (ANY INSURED)

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The policy does not apply to any liability arising out of any claim or **suit** by any **Insured** against any other **Insured**.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The policy does not apply to any liability arising out of any claim or **Suit** based upon or alleging "Discrimination" against any person.

"Discrimination" includes, but is not limited to, discrimination because of race, ethnic origin, religion, age, sex, marital status, physical disability or impairment, or any employment practices related to the foregoing.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE INJURY/PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

COVERAGE A of the policy does not apply to any liability arising out of any:

- A. Injury to any current or former officer or employee of any **Insured** arising out of and in the course of his or her employment by any **Insured**;
- B. Employment-related or personnel practices, policies, acts or omissions including but not limited to:
 - 1. Refusal to employ;
 - 2. Termination of employment;
 - 3. Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or any violation of a person's right of privacy; or
- C. Injury sustained by the spouse, child, parent, brother, or sister of any such person as a consequence of injury to such person arising out of and in the course of his or her employment by any **Insured** as described in A. or B. above;
- D. Consequential injury or damage as a result of A., B., or C. above.

This exclusion applies to all claims and **Suits** by any person or organization for damages because of such injury or liability including damages for care and loss of services, whether any **Insured** may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of such injury or liability.

This exclusion applies:

- A. Whether the **Insured** may be liable as an employer or in any other capacity; and
- B. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.