



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

www.phly.com

EXCESS INSURANCE POLICY

In consideration of the payment of the premium and in reliance on all statements and representations made and information furnished to the Insurer designated in the Declarations, a stock insurance corporation, hereinafter called the "Insurer", with respect to this Policy, including any materials submitted therewith and made a part thereof, the Insurer agrees that:

I. INSURING AGREEMENT

The Insurer shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, as modified by and subject to the terms, conditions and limitations of this Policy. Coverage hereunder shall attach only after the full payment of the **Underlying Limit** on account of losses paid by, on behalf of or in the place of the **Underlying Insurance** and shall then only apply in conformance with the provisions of the **Followed Policy**, except for premium, Limit of Liability and as otherwise specifically set forth in the provisions of this Policy. In no event shall this Policy provide broader coverage than is provided by the **Followed Policy**, unless specifically agreed to by the Insurer and referenced in any endorsement attached hereto.

II. POLICY DEFINITIONS

- A. "**Policy Period**" means the period from the effective date of this Policy to the policy expiration date as set forth in Item 2. of the Declarations, or its earlier cancellation date or termination date, if any.
- B. "**Followed Policy**" means the policy scheduled in Item 4.B. of the Declarations.
- C. "**Underlying Insurance**" means all policies scheduled in Item 4. of the Declarations.
- D. "**Underlying Limit**" means an amount equal to the combined total of all aggregate limits of liability plus the amount(s) of any applicable uninsured deductibles or retention(s), if any, in the **Underlying Insurance** payable on account of any covered losses, whether payable under any **Underlying Insurance** or payable under any insurance policy issued to a foreign subsidiary of the Insured where such payment would correspondingly erode the applicable limit(s) of liability contained in any such **Underlying Insurance**.

III. MAINTENANCE OF UNDERLYING INSURANCE

The **Underlying Insurance** shall be maintained in full effect during the **Policy Period** except for any reduction of the aggregate limit(s) of liability available under the **Underlying Insurance** by reason of payment of losses thereunder. It is further a condition of this Policy that the Insurer shall be notified in writing as soon as practicable after the cancellation and/or alteration of any provisions of the **Followed Policy**. If the Insurer receives any such notice of any changes of any kind to the terms, definitions, conditions, exclusions or limitations of the **Followed Policy**, the Insured shall provide the Insurer with a complete copy of the revised **Followed Policy** and the Insurer shall, as soon as practicable after receipt of the revised **Followed Policy**, provide any written acceptance of such changes.

IV. LIMIT OF LIABILITY

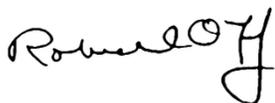
The amount set forth in Item 3. of the Declarations shall be the maximum aggregate Limit of Liability of the Insurer for all loss under this Policy in excess of the **Underlying Limit**, regardless of the number of claims made against the **Insured** and/or the number of claimants asserting any such claims.

If and only if the **Followed Policy's** aggregate limit of liability is eroded by any sub-limit(s) of liability for any particular form(s) of insurance set forth in the **Followed Policy**, then this Policy shall recognize the erosion and/or exhaustion of any such sub-limit in the **Followed Policy** and/or the erosion or exhaustion of any sub-limit(s) of liability in any other **Underlying Insurance** applicable to covered loss(es) in excess of the relevant sub-limit(s) of liability in the **Followed Policy** in the same manner and to the same extent as provided for in such other **Underlying Insurance** unless any endorsement to this Policy specifies otherwise.

V. GENERAL CONDITIONS

- A. Claim Participation: The Insured shall not admit liability, consent to any judgment against them or agree to any settlement which is reasonably likely to involve the Limit of Liability of this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld or delayed. The Insurer may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim against any of the Insured that is reasonably likely to exceed the **Underlying Insurance** and potentially impact this Policy.
- B. Notice to the Insurer: The Insured shall, as a condition precedent to their rights under this Policy, give the Insurer notice of any claim made against the Insured in the same manner required by the terms and conditions of the **Followed Policy**. Further, any notice to the Insurer for claims or otherwise shall be given as specified in Item 6. of the Declarations.
- C. Assignment of Interest: Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed.
- D. Prior and Pending Litigation Date: It is understood and agreed that coverage under this Policy shall be, in relevant part, in accordance with and subject to the terms of any exclusion barring coverage under the **Followed Policy** on account of the existence of any relevant prior and/or pending litigation against any Insured; provided however, that the relevant date restriction to be applied with respect to any such exclusion in the **Followed Policy** shall be the applicable date specified in the **Followed Policy** or the Prior Litigation Date set forth in Item 7 of the Declarations for this Policy, whichever is later.
- E. Inconsistency in Wording: In the event that any amendatory endorsement added to this Policy for purposes of compliance with any relevant state's law shall create any inconsistency between the scope of coverage provided by the wording of such amendatory endorsement and the scope of coverage otherwise provided to the Insured by the wording of **Followed Policy** and/or this Policy, the policy wording providing the broadest coverage to the Insured permitted by applicable law shall apply.

This Policy has been signed by the Company's President and Secretary.



President



Secretary