

# Commercial Excess Liability Policy

Corporate Office



**CLAIM OFFICE:**

**Mail claims to:**



**Fax claims to:**





**COMMERCIAL EXCESS LIABILITY POLICY  
DECLARATIONS**

POLICY NO. **NHA091069**

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
EXCESS LIABILITY	<b>AXIS SURPLUS INSURANCE COMPANY</b>	\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE EXCESS UNDERLYING AND/OR SELF-INSURED RETENTION.



Policy Number:



Insurer:




Named Insured: Dakota Access, LLC

**NOTICE - DISCLOSURE OF TERRORISM PREMIUM**

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals 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.

**DISCLOSURE OF PREMIUM**

The portion of your premium for the policy term attributable to coverage for terrorist acts certified under the Act is \$  .

In any case, if the insured rejects terrorism coverage in any scheduled underlying policy, this policy is written to exclude terrorism.

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of Treasury, will pay a share of terrorism losses insured under the federal program. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses that exceeds the applicable Insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.



**SCHEDULE OF POLICY ATTACHMENTS AND FORMS**

<b><u>Form Number</u></b>	<b><u>Form Title</u></b>	<b><u>Comment</u></b>
RSG 99054 0116	Notice - Disclosure of Terrorism Premium	
RSG 99022 0120	State Fraud Statement	
RSG 99014 0520	Texas Important Notice	
RSG 39004 0205	Texas Notice To Policyholder Asbestos Exclusion	
RSG 36003 0904	Absolute Asbestos Exclusion	
RSG 36043 0807	Excess Coverage Limitation Endorsement	
RSG 36016 0408	Exclusion - Real and Personal Property - Care Custody and Control	
RSG 36111 1013	Noncontributory - Amended Other Insurance	
RSG 33010 0803	Texas Amendatory Endorsement	
RSG 36037 0116	Uninsured Underinsured Motorist Exclusion	
RSG 94083 0306	Waiver of Subrogation	
RSG 36044 0404	War Liability Exclusion	

Policy No.:

RSG 94117 0910



**State Fraud Statements  
Fraud Statements – Signature Required for New York Only**

**ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ALASKA FRAUD STATEMENT**

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**ALABAMA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARIZONA FRAUD STATEMENT**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**COLORADO FRAUD STATEMENT**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DELAWARE FRAUD STATEMENT**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**DISTRICT OF COLUMBIA FRAUD STATEMENT**

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FLORIDA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.



#### **HAWAII FRAUD STATEMENT**

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

#### **IDAHO FRAUD STATEMENT**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

#### **INDIANA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

#### **KANSAS FRAUD STATEMENT**

An act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

#### **KENTUCKY FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### **MAINE FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

#### **MARYLAND FRAUD STATEMENT**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **MINNESOTA FRAUD STATEMENT**

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

#### **NEW HAMPSHIRE FRAUD STATEMENT**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

#### **NEW JERSEY FRAUD STATEMENT**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

#### **NEW MEXICO FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OHIO FRAUD STATEMENT**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA FRAUD STATEMENT**

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON FRAUD STATEMENT**

Any person who knowingly files a claim containing a false or deceptive statement for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**PENNSYLVANIA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**PUERTO RICO FRAUD STATEMENT**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**SIGNATURE REQUIRED**

**NEW YORK FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

\_\_\_\_\_  
Insured/Applicant/Claimant

\_\_\_\_\_  
By (Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





*This Endorsement Changes The Policy. Please Read It Carefully.*

## **IMPORTANT NOTICE**

---

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.



To get information or file a complaint with your insurance company:

**Call: SVP, Compliance & Risk Management at** 

**Toll-free:** 

**Online:** 

**Email:** 

**Mail:** 

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

[REDACTED]  
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: SVP, Compliance & Risk Management al [REDACTED]

Teléfono gratuito: [REDACTED]

En línea: [REDACTED]

Correo electrónico: [REDACTED]

Dirección postal: [REDACTED]

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



***IMPORTANT NOTICE***

**NOTICE TO POLICY HOLDER  
ASBESTOS EXCLUSION  
TEXAS**

PLEASE READ THIS POLICY CAREFULLY.

Your policy contains an asbestos exclusion. You do not have coverage for any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any product containing asbestos.

---

RSG 39004 0205



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

This insurance does not apply to:

1. Any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any products containing asbestos;
2. The costs of abatement, mitigation, removal or disposal of asbestos;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1. or 2. above; and
4. Any obligation to share damages with or repay someone else who must pay damages in connection with items 1., 2., or 3. above.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**EXCESS COVERAGE LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

This insurance shall not apply to any claim, suit or loss (including loss adjustment expense) which is excluded by;

1. Any policy shown in the Schedule of Underlying Insurance, or
2. Any policy which also applies immediately excess of the limits shown in the SCHEDULE OF UNDERLYING INSURANCE.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
[REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**EXCLUSION – REAL AND PERSONAL PROPERTY – CARE, CUSTODY AND CONTROL**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

This insurance shall not apply to property damage to:

1. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Property loaned to you;
3. Real or personal property in the care, custody or control of any insured (as respects real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, only excluding property damage to that particular part of real property on which operations are being performed, if the property damage arises out of those operations);
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



[REDACTED]

*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**NONCONTRIBUTORY – AMENDED OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

**SECTION IV – CONDITIONS, 3., Other Insurance** is replaced by:

3. This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

However, this provision will not apply if:

1. the other insurance is written specifically to be excess over this insurance; or
2. you have agreed in a written contract or agreement that the relevant policies shown in the Schedule of Underlying Insurance and subsequently this policy will apply before any other valid and collectible insurance and would not seek contribution from any other insurance available to the additional insured.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

**TEXAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

- A. Item 2 of Condition 4, Cancellation, is replaced by the following:
2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
  - b. If this policy has been in effect for 60 or fewer days, we can cancel for any reason.
  - c. Except as provided below, we may not cancel a policy of liability insurance that is a renewal or continuation policy or a policy of liability insurance that is in its initial policy period after the 60th day following the date on which the policy was issued:
    - (1) Fraud in obtaining coverage;
    - (2) Failure to pay premiums when due;
    - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
    - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
    - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- B. The following conditions are added and supersedes any provision to the contrary:
7. **NONRENEWAL**
    - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice on nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
    - b. If notice is mailed, proof of mailing will be sufficient proof of notice.
  8. We may not cancel or refuse to renew this policy based solely on the fact that the Insured is an elected official.
  9. **DUTIES**

We will notify the first Named Insured in writing of:

    - (a) An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
    - (b) Any settlement of a claim against the insured made under this policy. The notice shall be given not later than the 30th day after the date of the settlement.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**UNINSURED/UNDERINSURED MOTORIST EXCLUSION**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

This insurance does not apply to any liability arising out of the following auto coverages:

1. First party physical damage coverage;
2. No-fault coverage;
3. Personal injury protection or auto medical payments coverage; or
4. Uninsured or underinsured motorists coverage.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy  
Commercial Excess Liability Policy**

We agree to waive our right of subrogation against any person or organization to whom or to which you are obligated, prior to any loss, by an "insured contract" to provide such a waiver, but only with respect to "your work", "your product" or facilities owned or used by you.

With respect to the Commercial Excess Liability Policy, the terms "insured contract", "your work" and "your product" have the meaning ascribed to them in the "Underlying Insurance."

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]



*This Endorsement Changes The Policy. Please Read It Carefully.*

---

**WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**Commercial Excess Liability Policy**

The following is added to SECTION II. - EXCLUSIONS:

Any liability however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement effective 8/15/2020  
forms part of Policy Number [REDACTED]  
issued to Dakota Access, LLC  
by [REDACTED]

## COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "Underlying Insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (SECTION V).

### SECTION I - EXCESS LIABILITY INSURANCE

#### 1. Insuring Agreement

- a. We will pay those sums in excess of the limits shown in Item 6 of the Declarations, Schedule of Underlying Insurance, that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "Underlying Insurance" also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except:
  - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
  - (2) With respect to any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Item 4. of the Declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "Underlying Insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

### SECTION II - EXCLUSIONS

The exclusions applicable to the "Underlying Insurance" also apply to this insurance.

### SECTION III - LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Declarations as EACH OCCURRENCE is the most we will pay for damages arising out of any one occurrence or offense.
2. The Limit of Insurance shown in the Declarations as AGGREGATE WHERE APPLICABLE shall apply in the same manner as the aggregate limits shown in the SCHEDULE OF UNDERLYING INSURANCE.

### SECTION IV - CONDITIONS

If any of the following conditions are contrary to conditions contained in the "Underlying Insurance" the provisions contained in this policy apply.

#### 1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "Underlying Insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

#### 2. Maintenance of "Underlying Insurance"

- a. You agree to maintain the "Underlying Insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "Underlying Insurance" by the same or another company. If you do not maintain the "Underlying Insurance" in full force and effect or fail to meet all conditions and warranties of such "Underlying Insurance", this policy shall apply as if those policies were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "Underlying Insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "Underlying Insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.



For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

**3. Other Insurance**

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

**4. Cancellation**

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
- 2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**5. Policy Period**

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

**SECTION V - DEFINITIONS**

- 1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.



President



Secretary

