

SERFF Tracking Number: ARKS-125427421 State: Arkansas
First Filing Company: 12904 - Tokio Marine & Nichido Fire Insurance Co., Ltd., ... State Tracking Number: #26402 \$50
Company Tracking Number: 08-AR-3-GL-39-9
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Liability
Project Name/Number: /

Filing at a Glance

Companies: 12904 - Tokio Marine & Nichido Fire Insurance Co., Ltd., 32301 - TNUS Insurance Company
Product Name: Liability SERFF Tr Num: ARKS-125427421 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #26402 \$50
Made/Occurrence
Sub-TOI: 17.0020 Commercial Umbrella & Excess Co Tr Num: 08-AR-3-GL-39-9 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Disposition Date: 02/14/2008
Date Submitted: 01/11/2008 Disposition Status: Approved
Effective Date Requested (New): Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:
6 forms

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/14/2008
State Status Changed: 02/14/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

Filing Contact Information

SERFF Tracking Number: ARKS-125427421 State: Arkansas
First Filing Company: 12904 - Tokio Marine & Nichido Fire Insurance State Tracking Number: #26402 \$50
Co., Ltd., ...
Company Tracking Number: 08-AR-3-GL-39-9
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Liability
Project Name/Number: /

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

12904 - Tokio Marine & Nichido Fire Insurance CoCode: 12904 State of Domicile: Arkansas
Co., Ltd.

No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

32301 - TNUS Insurance Company CoCode: 32301 State of Domicile: Arkansas

No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

SERFF Tracking Number: ARKS-125427421 State: Arkansas
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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/14/2008	02/14/2008

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Product Name: Liability
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Disposition

Disposition Date: 02/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	ARKS-125427421		No

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Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

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Co., Ltd., ...
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Product Name: Liability
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125427421

02/15/2008

Comments:

Attachments:

ARKS-125427421 1.pdf

ARKS-125427421 2.pdf

Approved until withdrawn
or revoked**Edith Roberts**

From: Edith Roberts
Sent: Tuesday, February 12, 2008 4:26 PM
To: 'Wes Pohler'
Cc: 'JenB@westmontlaw.com'; 'Meghan Slenkamp'; 'fred.miles@tokiom.com'
Subject: RE: FW: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules

JAN 10 2008

Arkansas Insurance Department
By:ERL (Exempt pursuant
to AR Code Anno
23-79-109 (2))

Dear Mr. Pohler:

Yes, you are correct ... and I agree with you. At the time of review I was erroneous in grouping the underlying and commercial excess as exempt from filing and I was thinking I had no way of knowing if the underlying coverage contained the proper language. However, it is a new day and I realize the underlying is not exempt from filing and would be filed for prior approval.

Therefore, since there is no conflicting language in the excess forms, and as these forms are "exempt from filing but must comply with all applicable code" (AR Code 23-79-109), I am going to approve. Please disregard my email of Feb 7 and the filing will be stamped as of date of receipt (Jan 10).

Thanks and have a great day.
Edith

From: Wes Pohler [mailto:Wes@westmontlaw.com]
Sent: Sunday, February 10, 2008 7:34 PM
To: Edith Roberts
Cc: Jennifer Waldron; Sherri Penn; Meghan Slenkamp; fred.miles@tokiom.com
Subject: FW: FW: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules

Ms. Roberts,

Good evening.

Thanks again for all of your help.

We are in receipt of your correspondence dated February 7, 2008 regarding the Companies' Commercial Excess Liability submission.

We hereby offer the following reply:

Please be advised that the revisions you have requested can not be made because they are geared towards a primary (underlying) policy. The Companies are seeking approval of an excess follow form policy that follows the terms and conditions of the underlying policy. As such, the revisions requested in the state's email below will be the same requirements for the primary (underlying) policy. Because the Companies follow the terms and conditions of the underlying policy, such requirements will apply to their policy as well. In other words, the Companies do need to revise its policy if the underlying form is in compliance with state requirements. In situations where the Companies use its excess policy over its own or another carriers' primary (underlying) policy, such primary policy must comply with state regulation enumerated below. The Companies' excess liability policy is follow form thereby requiring an underlying policy which outlines how coverage applies. Without an underlying policy, the Companies' policy has no terms and conditions that provide coverage.

If you have any additional questions or concerns, we hereby request the opportunity to reply.

Best regards,

Wes

2/12/2008

Edith Roberts

Forms

To: Wes Pohler

Subject: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules

Torero Marine and Nicholas Fire Ins. Co., LTD

RE: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules

Commercial Excess Liability Program - New

Dear Wes:

With reference to the above captioned filing #08-AR-3-GL-39-9 Forms , please refer to the Claims Made Extended Reporting Period provisions of these forms. Pursuant to AR Code this provision must provide a mandatory, free of charge 60 day basic Extended Reporting Period and must be put into effect upon termination of the policy by the insurer or the insured, for any reason, including non-payment of premium (AR Code Anno. §23-69-306 (2)).

At the end of the basic ERP, the Optional Extended Reporting shall be placed into effect if requested and paid for by the insured ss(3).

With reference to filing #08-AR-GL-40-9 Rates/Rules, page 16 and 17 of corresponding rule 37, this rule also must track with this requirement.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

Wesley Pohler
Westmont Associates, Inc.
25 Chestnut Street
Suite 105
Haddonfield, NJ 08033
(856) 216-0220 (phone)
(856) 216-0303 (fax)
(609) 980-9893 (cell)

From: Edith Roberts [mailto:Edith.Roberts@arkansas.gov]
Sent: Thursday, February 07, 2008 2:22 PM
To: Wes Pohler
Subject: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules

RE: 08-AR-3-GL-39-9 Forms and 08-AR-GL-40-9 Rates/Rules
Commercial Excess Liability Program - New

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Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

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2/12/2008



**WESTMONT
ASSOCIATES, INC.**

CH#Z640Z

\$ 50

ARIS-125427421

ER

January 9, 2008

The Honorable Julie Benafield-Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

RECEIVED
JAN 11 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Attn: Property and Casualty Division

RE **Tokio Marine and Nichido Fire Insurance Co., LTD (U.S. Branch)**
TNUS Insurance Company
NAIC #3098-12904/FEIN #13-6108722
NAIC #3098-41238/FEIN #20-0940754
Commercial Excess Liability Program
New Program -Forms
Company Filing Number: 08-AR-3-GL-39-9
Effective Date: April 1, 2008

Dear Commissioner Benafield-Bowman:

The captioned companies are filing for your approval their Commercial Excess Liability New Program submission. Please be advised that this is a new program for the Company and does not replace any previously filed forms, rates, or rules. A letter permitting Westmont Associates, Inc. to submit this filing on the companies' behalf is enclosed.

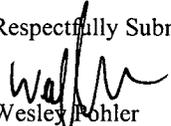
The companies are introducing their Commercial Excess Liability program in your jurisdiction and countrywide. Please find attached the companies' Commercial Excess forms for your review and approval.

Please note that the rates and rules associated with this filing have been filed under a separate cover letter as filing number 08-AR-4-GL-40-9.

We hereby respectfully request an effective date of April 1, 2008 for this submission. If at all possible, please stamp your approval and/or acknowledgement with this date.

Your early approval of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval.

Respectfully Submitted,


Wesley Pohler
Assistant Vice-President
wes@westmontlaw.com

Enclosures

Cc: F. Miles
P. Olson

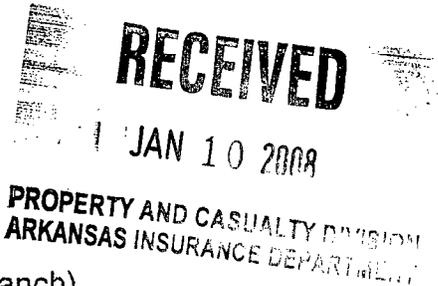


TOKIO MARINE
NICHIDO

Tokio Marine Management, Inc.
U.S. Manager and/or Manager for
Tokio Marine & Nichido Fire
Insurance Co., Ltd. (U.S. Branch)
Trans Pacific Insurance Company
TM Casualty Insurance Company
TNUS Insurance Company

230 Park Avenue
New York, New York 10169
Phone: (212) 297-6600
Main Fax: (212) 297-6062
Claims Fax: (212) 297-6064

MILLEA GROUP



Re: Tokio Marine & Nichido Fire Insurance Co., Ltd. (U.S. Branch)
NAIC # 3098-12904
FEIN # 13-6108722
Letter of Authorization
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Westmont Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson
Vice President – Corporate Underwriting



TOKIO MARINE
NICHIDO

Tokio Marine Management, Inc.
U.S. Manager and/or Manager for
Tokio Marine & Nichido Fire
Insurance Co., Ltd. (U.S. Branch)
Trans Pacific Insurance Company
TM Casualty Insurance Company
TNUS Insurance Company

230 Park Avenue
New York, New York 10169
Phone: (212) 297-6600
Main Fax: (212) 297-6062
Claims Fax: (212) 297-6064

MILLEA GROUP

RECEIVED

JAN 10 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Re: TNUS Insurance Company
NAIC # 3098-41238
FEIN # 20-0940754
Letter of Authorization
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Wesley Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson
Vice President – Corporate Underwriting

Property & Casualty Transmittal Document (Revised 1/1/06)

AR _____

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use Only

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Millea Group	3098

4. Company Name(s)	Domicile	NAIC #	FEIN #
Tokio Marine & Nichido Fire Insurance Company	NY	12904	13-6108722
TNUS Insurance Company	NY	32301	20-0940754

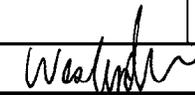
RECEIVED

JAN 10 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

5. Company Tracking Number	08-AR-3-GL-39-9
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Wesley Pohler 25 Chestnut Stree, Suite 105, Haddonfield, NJ 08033	AVP	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Wesley Pohler		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI),	Please select from the drop down list. 17.0 - Other Liability	
10. Sub-Type of Insurance (Sub-TOI)	17.0020 - Umbrella and Excess (Commercial)	
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a	
12. Company Program Title (marketing title)	Commercial Excess Liability Program	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____	
14. Effective Date(s) Requested	New 4/1/08	Renewal: 4/1/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> (No)	
16. Reference Organization (if applicable)	n/a	
17. Reference Organization # & Title	n/a	
18. Company's Date of Filing	1/8/08	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

Property & Casualty Transmittal Document ---

20.	This filing transmittal is part of Company Tracking #	08-AR-3-GL-39-9
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of the Company's Commercial Excess Liability product - New Program

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]
-----	---

Check #:	26407
Amount:	\$50.00

[Empty box for filing fee calculation]

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	08-AR-3-GL-39-9
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	08-AR-4-GL-40-9

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Excess Liability Policy	XS9 00 001 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Excess Liability Policy - Claims Made	XS9 00 002 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amendment of Excess Liability Policy	XS9 22 001 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendment of Additional Definitions "Loss"	XS9 25 001 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Schedule	XS9 27 001 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment of Excess Liability Policy - Insuring Agreement - Indemnification	XS9 27 002 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

**COMMERCIAL EXCESS LIABILITY SUBMISSION
FORMS LISTING**

Form Number	Form Title
XS9 00 001 04 08	Excess Liability Policy – Occurrence
XS9 00 002 04 08	Excess Liability Policy – Claims-Made
XS 9 22 001 04 08	Amendment of Excess Liability Policy – Insuring Agreement
XS9 25 001 04 08	Amendment of Additional Definitions – Loss
XS9 27 001 04 08	Schedule
XS9 27 002 04 08	Amendment of Excess Liability Policy – Insuring Agreement

EXCESS LIABILITY POLICY

Various provisions in this "policy" restrict coverage. Read the entire "policy" carefully to determine rights, duties and what is and is 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 a Named Insured under this "policy". The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning which may not appear in the "underlying insurance". Refer to **SECTION VI - ADDITIONAL DEFINITIONS**.

SECTION I - INSURING AGREEMENT

1. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "loss", in excess of "underlying insurance", because of an "event" to which insurance is provided under this "policy".
2. Coverage provided by this "policy" applies as follows:
 - a. Except as may otherwise be stated in this "policy", the coverage follows all terms and conditions of the "controlling underlying insurance";
 - b. This "policy" will not apply to "loss" to which the "controlling underlying insurance" does not apply; and
 - c. This "policy" applies only to "loss" that occurs during the "policy period".
3. The amount we will pay for "loss" is limited as described in **SECTION-III - LIMITS OF LIABILITY**.

SECTION II - DEFENSE PROVISION

We will not be obligated to assume the investigation, defense or settlement of any claim or suit brought against the insured, but we will have the right and be given the opportunity to associate with the insured in the defense or control of any such claim or suit, which in our opinion, may involve us under this "policy". If we elect to associate in the defense or control of any such claim or suit, the insured and any underlying insurer will cooperate with us in all such proceedings. Failure on the part of the insured or the underlying insurer to cooperate will relieve us of our liability under this "policy".

SECTION III - LIMITS OF LIABILITY

1. Subject to 2. below, the Occurrence Limit shown in Item 4. of the Declarations is the most we will pay for "loss" resulting from any one "event", regardless of:
 - a. The number of persons or organizations who are insureds under this "policy";
 - b. The number of claims made against any or all insureds; and
 - c. The number of persons or organizations making claims.
2. The Limits of Liability of this "policy" will apply as follows:
 - a. This "policy" applies only in excess of the underlying insurance listed in the Schedule of Underlying Insurance; and
 - b. The Aggregate Limit shown in Item 4. of the Declarations is the most we will pay for all "loss" to which this insurance applies.
3. Each payment we make for "loss" reduces the Occurrence Limit and the Aggregate Limit as provided in Paragraphs 1. and 2. above by the amount of such payment. The limits, as reduced by such payment, will then be the limits available for further payment of "loss".

4. If any "event" covered under this "policy" is also covered in whole or in part under any other insurance provided by us to any insured, other than insurance that is specifically written to be underlying to or excess over this "policy", then our total limit of liability shall in no event exceed the limit applicable to such "event" under this "policy" or such other insurance, whichever is greater, irrespective of whether the "policy" providing such other insurance is issued prior to, simultaneously with, or subsequent to, this "policy".
5. The Aggregate Limit, as described in 2.b. above, applies separately to each consecutive annual period, and any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for any additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

SECTION IV - ADDITIONAL EXCLUSIONS

The exclusions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Exclusions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Exclusions set forth below, the following Additional Exclusions supersede them.

Insurance provided under this "policy" does not apply to:

1. Other Than Automobile Coverages

Any obligation to pay "loss", cost or expenses under any medical payments coverage as may be provided in any "underlying insurance".

2. Automobile Coverages

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

SECTION V - ADDITIONAL CONDITIONS

The Conditions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Conditions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Conditions set forth below, the following Additional Conditions supersede them.

1. Appeals

In the event that you or the "underlying insurer" elects not to appeal a judgment that exceeds the applicable limit of liability of the "underlying insurance" that is immediately underlying to this "policy", we may elect to make such appeal.

2. Cancellation

You, or we, may cancel this "policy" in accordance with the cancellation provisions and terms of the "controlling underlying insurance".

However, in the event of cancellation or non-renewal of the "controlling underlying insurance", this "policy" terminates on the same date without notice to the insured.

3. Conforming with Statute

Any terms of this "policy" conflicting with the statutes of the state where it is issued are amended to conform to such statutes. If we are prohibited by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

4. Other Insurance

- a. If other valid and collectible insurance is available to the insured which covers "loss" also covered by this "policy", except for insurance that is specifically written to be excess over this "policy", this insurance shall be excess of and shall not contribute with any other collectible insurance whether primary, contingent or on any other basis.
 - b. Except as stated in Item 5. of the Declarations, nothing herein shall be construed to make this "policy" subject to the terms, conditions, or limitations of any other insurance.
 - c. When this insurance is excess over other insurance, we will pay only our share of the "loss" that exceeds the sum of:
 - 1. The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
 - 2. The total of all deductible, self-insurance, indemnification or other mechanism by which an insured arranges for funding of legal liabilities.
5. Maintenance of "Underlying Insurance"
- a. The "underlying insurance" that is underlying to this "policy" shall be maintained by you in full force and effect during the "policy period" without alteration in its terms or conditions, except for:
 - 1. Any changes agreed to by us in writing; or
 - 2. Any reduction or exhaustion during the "policy period" of any limits of liability of "underlying insurance" that is immediately underlying to this "policy" shown in the Schedule of Underlying Insurance by payments made by the "underlying insurer" on behalf of or to indemnify an insured.
 - b. If the "underlying insurance" is not maintained in full force and effect in compliance with the preceding paragraph, or if any limit of liability of "underlying insurance" is less than that shown in the Schedule of Underlying Insurance or in an endorsement amending this "policy", then this "policy" shall apply in the manner as though such "underlying insurance" or limit of liability had been maintained in effect.
 - c. You shall give us written notice as soon as practicable of the termination of any coverage or exhaustion of any aggregate limit of liability of any "underlying insurance".
6. Notice of Event
- a. When an "event" takes place that is reasonably likely to involve this "policy", you must see to it that we are notified in writing as soon as practicable. Such notice shall contain particulars sufficient to identify:
 - 1. The insured involved;
 - 2. How, when and where the "event" took place;
 - 3. The names and addresses of any injured persons and witnesses; and
 - 4. The nature and location of any "injury or damage" arising out of the "event".
 - b. If a claim is received by any insured that is reasonably likely to involve this "policy", you and the insured must:
 - 1. Immediately record the specifics of the claim and the date received; and
 - 2. See to it that we receive written notice of the claim as soon as practicable.
 - c. You and any insured involved in a claim that is reasonably likely to involve this "policy", must:
 - 1. Immediately send us copies of any demands, notices, summonses, and other legal papers received in connection with the claim;
 - 2. Authorize us to obtain records and other information;
 - 3. Cooperate with us in the investigation, settlement, and defense of the suit or claim;
 - 4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this "policy" may apply; and
 - 5. Obtain our consent in advance of any settlement of any claim.

7 Uncollectibility of "Underlying Insurance"

When "underlying insurance" applies but is not collectible, or is collectible to a reduced degree, as a result of bankruptcy or insolvency of the "underlying insurer", or for any other reason other than exhaustion of the limits of liability of the "underlying insurance" by reason of payments thereunder, the insurance provided by this "policy" shall not replace the uncollectible "underlying insurance" but shall apply in the manner as though such "underlying insurance" was valid and fully collectible.

SECTION VI - ADDITIONAL DEFINITIONS

The Definitions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Definitions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Definitions set forth below, the following Additional Definitions supersede them.

Insurance provided under this "policy" is subject to the following Additional Definitions.

- 1 "Controlling underlying insurance" means the "policy" of insurance listed in the Schedule of Underlying Insurance as the "controlling underlying insurance".
- 2 "Event" means as respects "underlying insurance", an act, occurrence, offense, or accident, resulting in "injury or damage" to which "underlying insurance" applies.
- 3 "Excess of Loss" describes insurance which, subject to a specified limit, provides coverage for the insured against all or a portion of the amount of "loss" in excess of the insured's specified "underlying insurance". Subject to the annual aggregate of this "policy", the term "excess of loss" applies per "event".
- 4 "Injury or damage" means any injury or damage, as may be defined in the applicable "controlling underlying insurance" arising from an "event".
- 5 "Loss" means the total amount of damages which the insured is legally obligated to pay arising from an "event" for which coverage applies as defined by the "controlling underlying insurance". However "loss" shall not include:
 - a. Any taxes, fines, or penalties imposed by law;
 - b. Matters which may be deemed uninsurable under the relevant and appropriate law; or
 - c. Defense expenses.
- 6 "Policy" means:
 - a. The Declarations;
 - b. The policy jacket;
 - c. This insurance policy form; and
 - d. Any endorsement(s) issued by us to you.
- 7 "Policy period" means the period of time from the Effective Date shown in Item 3. of the Declarations, to the earlier of the Expiration Date shown in Item 3. of the Declarations or the effective date of cancellation.
- 8 "Quota-Share" is pro rata excess insurance in which we assume an agreed percentage of the excess insurance and share all premiums and losses accordingly with other insurer(s). Subject to the annual aggregate of this "policy", such quota share excess insurance applies after deducting all "underlying insurance" applicable to the "event".
- 9 "Underlying insurance" means all policies of insurance, including the "controlling underlying insurance" listed in the Schedule of Underlying Insurance.
- 10 "Underlying insurer" means any insurer who issues a "policy" of "underlying insurance".

EXCESS LIABILITY POLICY

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY

Various provisions in this "policy" restrict coverage. Read the entire "policy" carefully to determine rights, duties and what is and is 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 a Named Insured under this "policy". The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning which may not appear in the "underlying insurance". Refer to **SECTION VI - ADDITIONAL DEFINITIONS**.

SECTION I - INSURING AGREEMENT

1. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "loss", in excess of "underlying insurance", because of an "event" to which insurance is provided under this "policy".
2. Coverage provided by this "policy" applies as follows:
 - a. Except as may otherwise be stated in this "policy", the coverage follows all terms and conditions of the "controlling underlying insurance";
 - b. The "controlling underlying insurance" is provided on a claims made basis;
 - c. The "event" did not occur before the Retroactive Date shown in the Declarations or after the end of the "policy period"; and
 - d. This "policy" will not apply to "loss" to which the "controlling underlying insurance" does not apply.
3. The amount we will pay for "loss" is limited as described in **SECTION-III - LIMITS OF LIABILITY**.

SECTION II - DEFENSE PROVISION

We will not be obligated to assume the investigation, defense or settlement of any claim or suit brought against the insured, but we will have the right and be given the opportunity to associate with the insured in the defense or control of any such claim or suit, which in our opinion, may involve us under this "policy". If we elect to associate in the defense or control of any such claim or suit, the insured and any underlying insurer will cooperate with us in all such proceedings. Failure on the part of the insured or the underlying insurer to cooperate will relieve us of our liability under this "policy".

SECTION III - LIMITS OF LIABILITY

1. Subject to 2. below, the Occurrence Limit shown in Item 4. of the Declarations is the most we will pay for "loss" resulting from any one "event", regardless of:
 - a. The number of persons or organizations who are insureds under this "policy";
 - b. The number of claims made against any or all insureds; and
 - c. The number of persons or organizations making claims.
2. The Limits of Liability of this "policy" will apply as follows:
 - a. This "policy" applies only in excess of the underlying insurance listed in the Schedule of Underlying Insurance; and
 - b. The Aggregate Limit shown in Item 4. of the Declarations is the most we will pay for all "loss" to which this insurance applies.

3. Each payment we make for "loss" reduces the Occurrence Limit and the Aggregate Limit as provided in Paragraphs 1. and 2. above by the amount of such payment. The limits, as reduced by such payment, will then be the limits available for further payment of "loss".
4. If any "event" covered under this "policy" is also covered in whole or in part under any other insurance provided by us to any insured, other than insurance that is specifically written to be underlying to or excess over this "policy", then our total limit of liability shall in no event exceed the limit applicable to such "event" under this "policy" or such other insurance, whichever is greater, irrespective of whether the "policy" providing such other insurance is issued prior to, simultaneously with, or subsequent to, this "policy".
5. The Aggregate Limit, as described in 2.b. above, applies separately to each consecutive annual period, and any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for any additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

SECTION IV - ADDITIONAL EXCLUSIONS

The exclusions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Exclusions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Exclusions set forth below, the following Additional Exclusions supersede them.

Insurance provided under this "policy" does not apply to:

1. Other Than Automobile Coverages

Any obligation to pay "loss", cost or expenses under any medical payments coverage as may be provided in any "underlying insurance".

2. Automobile Coverages

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

SECTION V - ADDITIONAL CONDITIONS

The Conditions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Conditions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Conditions set forth below, the following Additional Conditions supersede them.

1. Appeals

In the event that you or the "underlying insurer" elects not to appeal a judgment that exceeds the applicable limit of liability of the "underlying insurance" that is immediately underlying to this "policy", we may elect to make such appeal.

2. Cancellation

You, or we, may cancel this "policy" in accordance with the cancellation provisions and terms of the "controlling underlying insurance".

However, in the event of cancellation or non-renewal of the "controlling underlying insurance", this "policy" terminates on the same date without notice to the insured.

3. Conforming with Statute

Any terms of this "policy" conflicting with the statutes of the state where it is issued are amended to conform to such statutes. If we are prohibited by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

4. Other Insurance

- a. If other valid and collectible insurance is available to the insured which covers "loss" also covered by this "policy", except for insurance that is specifically written to be excess over this "policy", this insurance shall be excess of and shall not contribute with any other collectible insurance whether primary, contingent or on any other basis.
- b. Except as stated in Item 5. of the Declarations, nothing herein shall be construed to make this "policy" subject to the terms, conditions, or limitations of any other insurance.
- c. When this insurance is excess over other insurance, we will pay only our share of the "loss" that exceeds the sum of:
 1. The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
 2. The total of all deductible, self-insurance, indemnification or other mechanism by which an insured arranges for funding of legal liabilities.
- d. This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis which "policy period" begins or continues after the Extended Reporting Period Endorsement takes effect.

5. Maintenance of "Underlying Insurance"

- a. The "underlying insurance" that is immediately underlying to this "policy" shall be maintained by you in full force and effect during the "policy period" without alteration in its terms or conditions, except for:
 1. Any changes agreed to by us in writing; or
 2. Any reduction or exhaustion during the "policy period" of any limits of liability of "underlying insurance" that is immediately underlying to this "policy" shown in the Schedule of Underlying Insurance by payments made by the "underlying insurer" on behalf of or to indemnify an insured.
- b. If the "underlying insurance" is not maintained in full force and effect in compliance with the preceding paragraph, or if any limit of liability of "underlying insurance" is less than that shown in the Schedule of Underlying Insurance or in an endorsement amending this "policy", then this "policy" shall apply in the manner as though such "underlying insurance" or limit of liability had been maintained in effect.
- c. You shall give us written notice as soon as practicable of the termination of any coverage or exhaustion of any aggregate limit of liability of any "underlying insurance".

6. Notice of Event

- a. When an "event" takes place that is reasonably likely to involve this "policy", you must see to it that we are notified in writing as soon as practicable. Such notice shall contain particulars sufficient to identify:
 1. The insured involved;
 2. How, when and where the "event" took place;
 3. The names and addresses of any injured persons and witnesses; and
 4. The nature and location of any "injury or damage" arising out of the "event".
- b. If a claim is received by any insured that is reasonably likely to involve this "policy", you and the insured must:
 1. Immediately record the specifics of the claim and the date received; and
 2. See to it that we receive written notice of the claim as soon as practicable.
- c. You and any insured involved in a claim that is reasonably likely to involve this "policy", must:

1. Immediately send us copies of any demands, notices, summonses, and other legal papers received in connection with the claim;
 2. Authorize us to obtain records and other information;
 3. Cooperate with us in the investigation, settlement, and defense of the suit or claim;
 4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this "policy" may apply; and
 5. Obtain our consent in advance of any settlement of any claim.
- d. Regarding any claim that is reasonably likely to involve this "policy", no insured may, except at their own expense, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid without our written consent.
7. Uncollectibility of "Underlying Insurance"

When "underlying insurance" applies but is not collectible, or is collectible to a reduced degree, as a result of bankruptcy or insolvency of the "underlying insurer", or for any other reason other than exhaustion of the limits of liability of the "underlying insurance" by reason of payments thereunder, the insurance provided by this "policy" shall not replace the uncollectible "underlying insurance" but shall apply in the manner as though such "underlying insurance" was valid and fully collectible.

SECTION VI - ADDITIONAL DEFINITIONS

The Definitions applicable to the "underlying insurance" apply to this insurance.

In addition, the following Additional Definitions apply. Provisions with similar terms may appear in the "underlying insurance". To the extent such provisions conflict with the Additional Definitions set forth below, the following Additional Definitions supersede them.

Insurance provided under this "policy" is subject to the following Additional Definitions.

- 1 "Controlling underlying insurance" means the "policy" of insurance listed in the Schedule of Underlying Insurance as the "controlling underlying insurance".
- 2 "Event" means as respects "underlying insurance", an act, occurrence, offense, or accident, resulting in "injury or damage" to which "underlying insurance" applies.
- 3 "Excess of Loss" describes insurance which, subject to a specified limit, provides coverage for the insured against all or a portion of the amount of "loss" in excess of the insured's specified "underlying insurance". Subject to the annual aggregate of this "policy", the term "excess of loss" applies per "event".
- 4 "Injury or damage" means any injury or damage, as may be defined in the applicable "controlling underlying insurance" arising from an "event".
- 5 "Loss" means the total amount of damages which the insured is legally obligated to pay arising from an "Event" for which coverage applies as defined by the "controlling underlying insurance". However "loss" shall not include:
 - a. Any taxes, fines, or penalties imposed by law;
 - b. Matters which may be deemed uninsurable under the relevant and appropriate law; or
 - c. Defense expenses.
- 6 "Policy" means:
 - a. The Declarations;
 - b. The policy jacket;
 - c. This insurance policy form; and

- d. Any endorsement(s) issued by us to you.
- 7 "Policy period" means the period of time from the Effective Date shown in Item 3. of the Declarations, to the earlier of the Expiration Date shown in Item 3. of the Declarations or the effective date of cancellation.
- 8 "Quota-Share" is pro rata excess insurance in which we assume an agreed percentage of the excess insurance and share all premiums and losses accordingly with other insurer(s). Subject to the annual aggregate of this "policy", such quota share excess insurance applies after deducting all "underlying insurance" applicable to the "event".
- 9 "Underlying insurance" means all policies of insurance, including the "controlling underlying insurance" listed in the Schedule of Underlying Insurance.
- 10 "Underlying insurer" means any insurer who issues a "policy" of "underlying insurance".

SECTION VII- CLAIMS-MADE EXTENDED REPORTING PERIOD

1. Any provision in "controlling underlying insurance" relating to an Extended Reporting Period for which a separate premium charge is made does not apply to this "policy", unless an extended reporting period is purchased under this "policy".
2. An Extended Reporting Period, consistent with the terms and conditions contained in the "underlying insurance" will be available for this "policy" by endorsement, for an additional charge, if;
- a. This "policy" is cancelled or not renewed; or
- b. The "controlling underlying insurance" is renewed or replaced with insurance that:
- (1) Has a Retroactive date later than the date shown in the Declarations of that "policy"; or
- (2) Does not apply to "loss" on a claims-made basis.
3. You must give us a written request for the Extended Reporting Period endorsement for this "policy" within 60 days after the Extended Reporting Period becomes available in accordance with Paragraph 1. above. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Liability available under this "policy" for future payment of "loss"; and
- d. Other related factors.
5. If the provisions of the Extended Reporting Period in the "underlying insurance" provide for supplemental aggregate limits of liability when the Extended Reporting Period is purchased, a supplementary aggregate limit of liability, equal to the Aggregate Limit shown in the Declarations of this "policy", will apply to this "policy" if the Extended Reporting Period is purchased for this "policy".

Excess Liability

This endorsement changes policy _____ to which it is attached and is effective _____ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:
Issued by:
Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCESS LIABILITY POLICY

INSURING AGREEMENT - Indemnification

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

All paragraphs of SECTION I - INSURING AGREEMENTS are deleted and replaced by the following:

SECTION I - INSURING AGREEMENT

1. We will indemnify the insured those sums for "loss", in excess of "underlying insurance", because of an "event" to which insurance is provided under this policy.
2. Coverage provided by this policy applies as follows:
 - a. Except as may otherwise be stated in this "policy", the coverage follows all terms and conditions of the "controlling underlying insurance";
 - b. This "policy" will not apply to "loss" to which the "controlling underlying insurance" does not apply; and
 - c. This policy applies only to "loss" that occurs during the "policy period".
3. The amount we will pay for "loss" is limited as described in SECTION-III - LIMITS OF LIABILITY.

Excess Liability

This endorsement changes policy _____ to which it is attached and is effective _____ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:
Issued by:
Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF ADDITIONAL DEFINITIONS

"Loss"

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

Paragraph 2. of **SECTION VI - ADDITIONAL DEFINITIONS** is deleted and replaced by the following:

2. "Loss" means the total amount of damages and defense expenses which the insured is legally obligated to pay arising from an "Event" for which coverage applies as defined by the "controlling underlying insurance". However "loss" shall not include:
 - a. any taxes, fines, or penalties imposed by law; or
 - b. matters which may be deemed uninsurable under the relevant and appropriate law.

Excess Liability

This endorsement changes policy _____ to which it is attached and is effective _____ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:

Issued by:

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY (Claims-Made)

SCHEDULE

- A. An Extended Reporting Period, consistent with the provisions of the "controlling underlying insurance", including any Extended Reporting Period endorsement attached thereto, and Section VII - **CLAIMS-MADE EXTENDED REPORTING PERIOD** of this policy, is applicable to this Excess Liability Policy.

To the extent the provisions of any extended reporting period provided under the "controlling underlying insurance" (including any extended reporting period endorsement attached thereto) conflict with the provisions of this Excess Liability Policy, the provisions of this policy will apply.

Such Extended Reporting Period applies to "loss" only if a claim is first made, as described in the "controlling underlying insurance", within the Extended Reporting Period provided in the "controlling underlying insurance". Such claim will be deemed to have been made on the last day of the policy period of this policy. The Extended Reporting Period applies only to the claims for "loss" because of injury or damage that occurred before the end of this policy period (but not before any applicable Retroactive Date).

- B. This endorsement will not take effect unless the additional premium for it, as set forth in Section VII - **CLAIMS-MADE EXTENDED REPORTING PERIOD**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

Excess Liability

This endorsement changes policy _____ to which it is attached and is effective _____ at 12:01 a.m. standard time at the Insured's mailing address.

Issued to:
Issued by:
Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCESS LIABILITY POLICY
INSURING AGREEMENT - Indemnification

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY (Claims-Made)

All paragraphs of **SECTION I - INSURING AGREEMENTS** are deleted and replaced by the following:

SECTION I - INSURING AGREEMENT

1. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "loss", in excess of "underlying insurance", because of an "event" to which insurance is provided under this policy.
2. Coverage provided by this policy applies as follows:
 - a. Except as may otherwise be stated in this "policy", the coverage follows all terms and conditions of the "controlling underlying insurance";
 - b. The "controlling underlying insurance" is provided on a claims made basis;
 - c. The "event" did not occur before the Retroactive Date shown in the Declarations or after the end of the "policy period";
 - d. This "policy" will not apply to "loss" to which the "controlling underlying insurance" does not apply; and
3. The amount we will pay for "loss" is limited as described in **SECTION-III - LIMITS OF LIABILITY**.

TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)

EXCESS LIABILITY

Explanatory Memorandum – Forms

ABOUT THIS FILING

We are introducing a new product: Excess Liability Policy including rates, rules and forms.
This portion of the filing relates to **forms**.

RELATED FILING:

- Commercial Umbrella Rate Filing.
- Commercial Umbrella Rules Filing.

ATTACHMENT(S)

- The Excess Liability Rate Filing includes State Exception Pages, which contain the rates.
- The Excess Liability Rules Filing includes the Multi-state Manual.
- The Commercial Umbrella Forms Filing includes all new policies and endorsements.

Forms Index –New Forms:

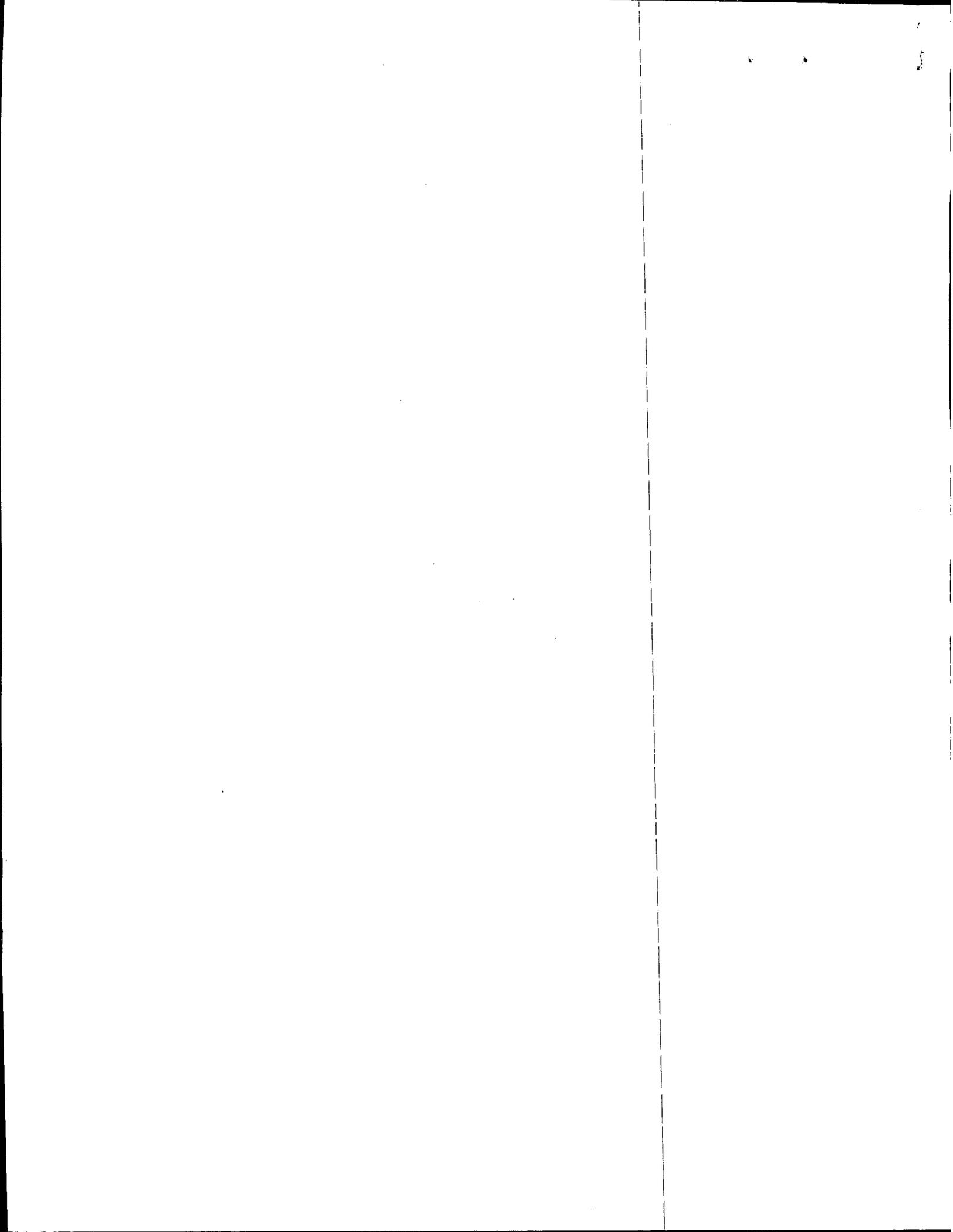
We are introducing the following new forms:

FORM NUMBER WITH EDITION DATE	TITLE OF FORM	DESCRIPTION
XS9 00 001 and XS9 00 002	Excess Liability Policy Provisions – (occurrence version) Excess Liability Policy Provisions – (claims made)	This form outlines the terms and conditions of the coverage provided by this policy. These commercial excess policies are comprised of VI and VII sections (occurrence and claims made respectively), which include: I. Insuring Agreement: Our excess policy covers injury or damage.

TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)
EXCESS LIABILITY

Explanatory Memorandum – Forms

		<p>The coverage trigger is "per event". There is a separate policy for claims-made. It is on a "pay on behalf" basis. The policy provides only excess coverage; there is no "drop down" coverage. Coverage is subject to the underlying policy's limitations, terms, conditions and exclusions – unless otherwise stated in the policy.</p> <p>II. Defense Provision: Defense costs and supplementary payments are in addition to limits of liability. There is no exception for contractually assumed defense costs.</p> <p>III. Limits of Liability: There are two limits of liability. There is an occurrence limit and an aggregate limit. All covered losses are subject to these limits.</p> <p>IV. Additional Exclusions: Our Excess Liability policy is subject to the exclusions of the controlling underlying policies. Also, there are two additional exclusions: 1) Other Than Auto Coverage - medical payments and 2) Automobile Coverage – first party coverages.</p> <p>V. Additional Condition – Because the terms and conditions in the underlying insurance could vary greatly, we have included additional conditions important to our company which take precedence over in the event the conditions in the underlying insurance defer.</p> <p>VI. Additional Definition: Our excess coverage form contains various certain key definitions to support our intent to provide our terms and conditions for excess insurance coverage.</p> <p>VII. Claims Made (Extended Reporting Period) <u>Subject to applicable claims made terms and conditions of the underlying insurance, this provides an extension in time for reporting claims under an expired policy.</u></p>
XS9 22 001	<p style="text-align: center;">OCCURRENCE ENDORSEMENTS</p> <p>Amendment of Excess Liability Policy Insuring Agreement – Indemnification</p>	<p>This endorsement amends the insuring agreement to change the coverage to apply on an indemnification basis.</p>
XS9 25 001	Redefining Loss to include Defense	<p>This endorsement establishes an absolute policy limit. Damages and</p>



TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)
EXCESS LIABILITY

Explanatory Memorandum – Forms

	Expenses Endorsement	defense expenses will erode the policy limits (occurrence and aggregate).
CLAIMS MADE ONLY ENDORSEMENTS		
XS9 27 001	Extended Reporting Period	The endorsement is used when a Supplemental Extended Reporting Period is purchased in the underlying insurance.
XS9 27 002	Amendment of Excess Liability Policy Insuring Agreement – Indemnification (claims-made)	This endorsement amends the insuring agreement to change the coverage to apply on an indemnification basis.

We have not filed Declaration pages and various policy SCHEDULES as such forms do not require state approval.

STATE MANDATORY FORMS:

This policy will be used on an admitted basis. All underlying insurers are required to be admitted carriers in order for this policy to attach as excess liability insurance.

It is mandatory that an underlying carrier's policy is designated in the Schedule of Underlying Insurance attached to our Excess Liability Policy as the "controlling underlying insurance". Such a designation indicates coverage is subject to the underlying policy's limitations, terms, conditions and exclusions – unless otherwise stated in the policy.

The controlling underlying insurance mentioned above will always be approved in your state. Therefore all regulatory requirements for form filings have been satisfied by the approval of such underlying policy in your state. For example, if your state has a mandatory language requirement for Cancellation provisions on an insurance policy, the underlying insurance policy will include such provisions. Because, our excess liability policy is subject to the underlying policy's limitations, terms, conditions and exclusions – unless otherwise stated in the policy, the mandatory language requirement applies to our policy as well.

Given the above, we request any required changes be limited to only those terms and conditions stated in this excess liability policy.

**TNUS INSURANCE COMPANY
EXCESS LIABILITY**

Explanatory Memorandum – Forms

ABOUT THIS FILING

We are introducing a new product: Excess Liability Policy including rates, rules and forms. This portion of the filing relates to **forms**.

RELATED FILING:

- Commercial Umbrella **Rate** Filing.
- Commercial Umbrella **Rules** Filing.

ATTACHMENT(S)

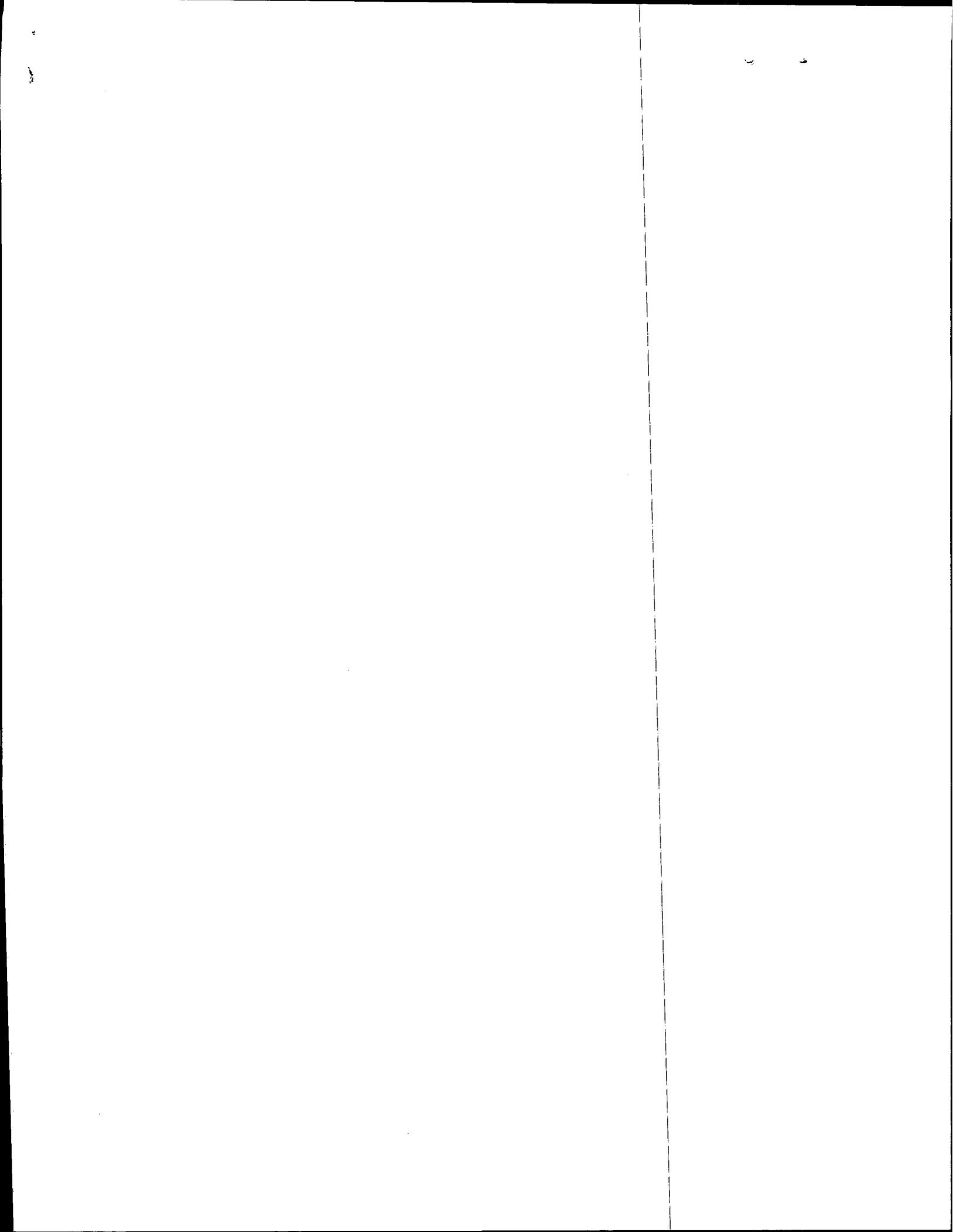
- The Excess Liability **Rate** Filing includes State Exception Pages, which contain the rates.
- The Excess Liability **Rules** Filing includes the Multi-state Manual.
- The Commercial Umbrella **Forms** Filing includes all new policies and endorsements.

FORM NUMBER WITH EDITION DATE	TITLE OF FORM	DESCRIPTION
XS9 00 001 and XS9 00 002	Excess Liability Policy Provisions – (occurrence version) Excess Liability Policy Provisions – (claims made)	This form outlines the terms and conditions of the coverage provided by this policy. These commercial excess policies are comprised of VI and VII sections (occurrence and claims made respectively), which include: I. Insuring Agreement: Our excess policy covers injury or damage. The coverage trigger is “per event”. There is a <u>separate policy</u> for claims-made. It is on a “pay on behalf” basis. The policy provides only excess coverage; there is no “drop down” coverage. Coverage is subject to the underlying policy’s limitations, terms, conditions and exclusions – unless otherwise stated in the policy.

**TNUS INSURANCE COMPANY
EXCESS LIABILITY**

Explanatory Memorandum – Forms

	<p>II. Defense Provision: Defense costs and supplementary payments are in addition to limits of liability. There is no exception for contractually assumed defense costs.</p> <p>III. Limits of Liability: There are two limits of liability. There is an occurrence limit and an aggregate limit. All covered losses are subject to these limits.</p> <p>IV. Additional Exclusions: Our Excess Liability policy is subject to the exclusions of the controlling underlying policies. Also, there are two additional exclusions: 1) Other Than Auto Coverage - medical payments and 2) Automobile Coverage – first party coverages.</p> <p>V. Additional Condition – Because the terms and conditions in the underlying insurance could vary greatly, we have included additional conditions important to our company which take precedence over in the event the conditions in the underlying insurance defer.</p> <p>VI. Additional Definition: Our excess coverage form contains various certain key definitions to support our intent to provide our terms and conditions for excess insurance coverage.</p> <p>VII. Claims Made (Extended Reporting Period) <u>Subject to applicable claims made terms and conditions of the underlying insurance, this provides an extension in time for reporting claims under an expired policy.</u></p>
	<p style="text-align: center;">OCCURRENCE ENDORSEMENTS</p> <p>Amendment of Excess Liability Policy Insuring Agreement – Indemnification</p>
XS9 22 001	<p>Redefining Loss to include Defense Expenses Endorsement</p>
	<p style="text-align: center;">CLAIMS MADE ONLY ENDORSEMENTS</p> <p>Extended Reporting Period</p>
XS9 25 001	<p>Extended Reporting Period</p>
	<p>Extended Reporting Period</p>



**TNUS INSURANCE COMPANY
EXCESS LIABILITY**

Explanatory Memorandum – Forms

XS9 27 002	Amendment of Excess Liability Policy Insuring Agreement – Indemnification (claims-made)	This endorsement amends the insuring agreement to change the coverage to apply on an indemnification basis.
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We have not filed Declaration pages and various policy SCHEDULES as such forms do not require state approval.

STATE MANDATORY FORMS:

This policy will be used on an admitted basis. All underlying insurers are required to be admitted carriers in order for this policy to attach as excess liability insurance.

It is mandatory that an underlying carrier's policy is designated in the Schedule of Underlying Insurance attached to our Excess Liability Policy as the "controlling underlying insurance". Such a designation indicates coverage is subject to the underlying policy's limitations, terms, conditions and exclusions – unless otherwise stated in the policy.

The controlling underlying insurance mentioned above will always be approved in your state. Therefore all regulatory requirements for form filings have been satisfied by the approval of such underlying policy in your state. For example, if your state has a mandatory language requirement for Cancellation provisions on an insurance policy, the underlying insurance policy will include such provisions. Because, our excess liability policy is subject to the underlying policy's limitations, terms, conditions and exclusions – unless otherwise stated in the policy, the mandatory language requirement applies to our policy as well.

Given the above, we request any required changes be limited to only those terms and conditions stated in this excess liability policy.

