

<i>SERFF Tracking Number:</i>	<i>LDDX-125633053</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DOEAR0192601F01</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Excess Directors & Officers</i>		
<i>Project Name/Number:</i>	<i>Excess Directors & Officers /DOEAR0192601F01</i>		

Filing at a Glance

Company: Old Republic Insurance Company	SERFF Tr Num: LDDX-125633053	State: Arkansas
Product Name: Excess Directors & Officers	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 17.1 Other Liability - Claims Made Only	Co Tr Num: DOEAR0192601F01	State Status: Fees verified and received
Sub-TOI: 17.1006 Directors & Officers Liability		
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: SPI ORChicago	Disposition Date: 05/13/2008
	Date Submitted: 05/02/2008	Disposition Status: Approved
Effective Date Requested (New): 06/01/2008		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Excess Directors & Officers	Status of Filing in Domicile:
Project Number: DOEAR0192601F01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/13/2008	
State Status Changed: 05/13/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Old Republic Insurance Company submits the following endorsements for your approval. It will be attached to our previously approved Excess Directors & Officers policy, ORUG-87. There is no rate impact.

D7029 (4/2008) - Excess DIC Endorsement

(Optional form - Clarifies coverage, no rate impact) Replaces endorsement D7029 (2/2007). Amend wording to be consistent with paragraph 5. of endorsements D7029-B and D7029-C. Refer to mark-up attached.

SERFF Tracking Number: LDDX-125633053 State: Arkansas
 Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: DOEAR0192601F01
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Excess Directors & Officers
 Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

D7029-B (4/2008) - Excess DIC Endorsement (With Limit Reduction)

(Optional form - Broadens coverage, no rate impact) New endorsement provides Excess DIC option that recognizes contribution to underlying Loss by Insured Persons, subject to a Limit Reduction Agreement.

D7029-C (4/2008) - Excess DIC Endorsement (Without Limit Reduction)

(Optional form - Broadens coverage, no rate impact) New endorsement provides Excess DIC option that recognizes contribution to underlying Loss by Insured Persons, does not require Limit Reduction Agreement.

We request an effective date June 1, 2008 or the earliest date possible.

Company and Contact

Filing Contact Information

Johnathan Hagen, State Filings Analyst jhagen@oldrepublic.com
 307 N. Michigan Avenue (312) 346-8100 [Phone]
 Chicago, IL 60601 (312) 762-4950[FAX]

Filing Company Information

Old Republic Insurance Company	CoCode: 24147	State of Domicile: Pennsylvania
307 N. Michigan Avenue	Group Code: 150	Company Type:
Chicago , IL 60601	Group Name:	State ID Number:
(312) 762-4800 ext. [Phone]	FEIN Number: 25-0410420	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic Insurance Company	\$50.00	05/02/2008	20068898

SERFF Tracking Number: LDDX-125633053 State: Arkansas
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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Excess Directors & Officers
Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/13/2008	05/13/2008

SERFF Tracking Number: LDDX-125633053 *State:* Arkansas
Filing Company: Old Republic Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: DOEAR0192601F01
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1006 Directors & Officers Liability
Product Name: Excess Directors & Officers
Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Disposition

Disposition Date: 05/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LDDX-125633053 State: Arkansas
 Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: DOEAR0192601F01
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Excess Directors & Officers
 Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	D7029 Markup Document	Approved	Yes
Form	EXCESS DIC ENDORSEMENT	Approved	Yes
Form	EXCESS DIC ENDORSEMENT (With Limit Endorsement)	Approved	Yes
Form	EXCESS DIC ENDORSEMENT (Without Limit Reduction)	Approved	Yes

SERFF Tracking Number: LDDX-125633053 State: Arkansas
 Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: DOEAR0192601F01
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
 Product Name: Excess Directors & Officers
 Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EXCESS DIC ENDORSEMENT	D7029	(4/2008)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 D7029 Previous Filing #:		D7029.PDF
Approved	EXCESS DIC ENDORSEMENT (With Limit Endorsement)	D7029-B	(4/2008)	Endorsement/Amendment/Conditions New		0.00	D7029-B.PDF
Approved	EXCESS DIC ENDORSEMENT (Without Limit Reduction)	D7029-C	(4/2008)	Endorsement/Amendment/Conditions New		0.00	D7029-C.PDF



EXCESS DIC ENDORSEMENT

It is understood and agreed:

- The term “**Primary Policy**,” when used in this policy, is amended to read “Base DIC Policy,” which means the following Excess DIC Policy issued to the **Company**:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Policies**,” when used in this policy, is amended to read “Underlying DIC Policies,” which means the Base DIC Policy and the following Excess DIC Policies specifically excess of the Base DIC Policy, if any:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Limit**,” when used in this policy, is amended to read “Underlying DIC Limit,” which means the amount equal to the aggregate of all limits of liability as set forth in paragraphs 1. and 2. above for all Underlying DIC Policies.

- Sections II. A., B. and C. of this policy are deleted in their entirety and replaced by the following:

- A. Except as otherwise expressly provided in the Base DIC Policy with respect to difference-in-condition (DIC) coverage, liability for any covered **Loss** on account of **Claims** first made in each **Policy Period** shall attach to the Insurer after the insurers of the Underlying DIC Policies shall have paid in legal currency the full amount of the Underlying DIC Limit for such **Policy Period**. The Insurer shall then be

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

<i>Must be Completed</i>	
ENDT NO.	POLICY NO.

<i>Complete Only When This Endorsement is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



liable to pay only covered **Loss** in excess of such Underlying DIC Limit up to its **Limit of Liability** as set forth in Item 3. of the Declarations, which shall be the maximum aggregate liability of the Insurer under this policy with respect to all **Claims** first made in the **Policy Period** against all **Insured Persons** irrespective of the time of payment by the Insurer.

- B. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, in the event and only in the event of the reduction or exhaustion of the Underlying DIC Limit by reason of the insurers of the Underlying DIC Policies paying in legal currency **Loss** covered under the respective Underlying DIC Policy, this policy shall: (i) in the event of reduction, pay excess of the reduced Underlying DIC Limit, and (ii) in the event of exhaustion, continue in force subject to the terms and conditions of the Base DIC Policy, except as otherwise provided in this policy.
- C. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, this policy shall drop down only in the event of reduction or exhaustion of the Underlying DIC Limit as described above, and shall not drop down for any other reason.

5. For purposes of coverage under this policy, any DIC coverage in the Base DIC Policy applicable to the insolvency of any insurers underlying the Base DIC Policy shall also be applicable under this policy to the insolvency of insurers of any Underlying DIC Policies.

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

<i>Must be Completed</i>	
ENDT NO.	POLICY NO.

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**EXCESS DIC ENDORSEMENT
(With Limit Reduction)**

It is understood and agreed:

- The term "**Primary Policy**," when used in this policy, is amended to read "Base DIC Policy," which means the following Excess DIC Policy issued to the **Company**:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term "**Underlying Policies**," when used in this policy, is amended to read "Underlying DIC Policies," which means the Base DIC Policy and the following Excess DIC Policies specifically excess of the Base DIC Policy, if any:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term "**Underlying Limit**," when used in this policy, is amended to read "Underlying DIC Limit," which means the amount equal to the aggregate of all limits of liability as set forth in paragraphs 1. and 2. above for all Underlying DIC Policies.

- Sections II. A., B. and C. of this policy are deleted in their entirety and replaced by the following:

- Except as otherwise expressly provided in the Base DIC Policy with respect to difference-in-condition (DIC) coverage, liability for any covered **Loss** on account of **Claims** first made in each **Policy Period** shall attach to the Insurer only after:

- the insurers of the Underlying DIC Policies, and/or

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

<i>Must be Completed</i>	
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2. the **Insured Persons**, either (i) pursuant to a Limit Reduction Agreement (as defined below) with the insurer(s) of the Underlying DIC Policies, or (ii) by reason of the financial insolvency of the insurer(s) of the Underlying DIC Policies,

shall have paid in legal currency the full amount of the Underlying DIC Limit for such **Policy Period**. The Insurer shall then be liable to pay only covered **Loss** in excess of such Underlying DIC Limit up to its **Limit of Liability** as set forth in Item 3. of the Declarations, which shall be the maximum aggregate liability of the Insurer under this policy with respect to all **Claims** first made in the **Policy Period** against all **Insured Persons** irrespective of the time of payment by the Insurer.

- B. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, in the event and only in the event of the reduction or exhaustion of the Underlying DIC Limit by reason of the insurers of the Underlying DIC Policies and/or the **Insured Persons** paying in legal currency **Loss** covered under the respective Underlying DIC Policy as provided in Section II. A. above, this policy shall: (i) in the event of reduction, pay excess of the reduced Underlying DIC Limit, and (ii) in the event of exhaustion, continue in force subject to the terms and conditions of the Base DIC Policy, except as otherwise provided in this policy.
- C. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, this policy shall drop down only in the event of reduction or exhaustion of the Underlying DIC Limit as described above, and shall not drop down for any other reason.

5. Any payment by the **Insured Persons** pursuant to Section II. A. 2.(i) above with respect to any **Claim** shall reduce or exhaust the Underlying DIC Limit only with respect to that portion of such **Claim** for which the underlying DIC insurer is released pursuant to the Limit Reduction Agreement and shall not reduce or exhaust the Underlying DIC Limit with respect to any other portion of such **Claim** or any other **Claim**.

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

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6. For purposes of this Endorsement, a Limit Reduction Agreement is an agreement between the **Insured Persons** and one or more insurer(s) of the Underlying DIC Policies pursuant to which such insurer(s) duly admits liability for **Loss** otherwise covered thereunder but agrees to pay only a portion of such **Loss** in exchange for a release from the **Insured Persons**, provided the sole basis for such agreement and release is the compromise of good faith coverage issues under the Underlying DIC Policies and such basis does not relate to coverage issues, terms, conditions or premiums under any other policy. The **Insured Persons** agree to provide a copy of such agreement to the Insurer upon the Insurer's request.

7. For purposes of coverage under this policy, any DIC coverage in the Base DIC Policy applicable to the insolvency of any insurers underlying the Base DIC Policy shall also be applicable under this policy to the insolvency of insurers of any Underlying DIC Policies.

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

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**EXCESS DIC ENDORSEMENT
(Without Limit Reduction)**

It is understood and agreed:

- The term “**Primary Policy**,” when used in this policy, is amended to read “Base DIC Policy,” which means the following Excess DIC Policy issued to the **Company**:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Policies**,” when used in this policy, is amended to read “Underlying DIC Policies,” which means the Base DIC Policy and the following Excess DIC Policies specifically excess of the Base DIC Policy, if any:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Limit**,” when used in this policy, is amended to read “Underlying DIC Limit,” which means the amount equal to the aggregate of all limits of liability as set forth in paragraphs 1. and 2. above for all Underlying DIC Policies.

- Sections II. A., B. and C. of this policy are deleted in their entirety and replaced by the following:

- A. Except as otherwise expressly provided in the Base DIC Policy with respect to difference-in-condition (DIC) coverage, liability for any covered **Loss** on account of **Claims** first made in each **Policy Period** shall attach to the Insurer after the insurers of the Underlying DIC Policies and/or the **Insured Persons** shall have paid in legal currency the full amount of the Underlying DIC Limit for such **Policy Period**. The

All other terms and conditions of this policy remain unchanged.

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Insurer shall then be liable to pay only covered **Loss** in excess of such Underlying DIC Limit up to its **Limit of Liability** as set forth in Item 3. of the Declarations, which shall be the maximum aggregate liability of the Insurer under this policy with respect to all **Claims** first made in the **Policy Period** against all **Insured Persons** irrespective of the time of payment by the Insurer.

- B. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, in the event and only in the event of the reduction or exhaustion of the Underlying DIC Limit by reason of the insurers of the Underlying DIC Policies and/or the **Insured Persons** paying in legal currency **Loss** covered under the respective Underlying DIC Policy, this policy shall: (i) in the event of reduction, pay excess of the reduced Underlying DIC Limit, and (ii) in the event of exhaustion, continue in force subject to the terms and conditions of the Base DIC Policy, except as otherwise provided in this policy.
- C. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, this policy shall drop down only in the event of reduction or exhaustion of the Underlying DIC Limit as described above, and shall not drop down for any other reason.

5. For purposes of coverage under this policy, any DIC coverage in the Base DIC Policy applicable to the insolvency of any insurers underlying the Base DIC Policy shall also be applicable under this policy to the insolvency of insurers of any Underlying DIC Policies.

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

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ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

SERFF Tracking Number: LDDX-125633053 *State:* Arkansas
Filing Company: Old Republic Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: DOEAR0192601F01
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1006 Directors & Officers Liability
Product Name: Excess Directors & Officers
Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LDDX-125633053 State: Arkansas
Filing Company: Old Republic Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: DOEAR0192601F01
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Excess Directors & Officers
Project Name/Number: Excess Directors & Officers /DOEAR0192601F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 05/13/2008

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Satisfied -Name: D7029 Markup Document **Review Status:** Approved 05/13/2008

Comments:

Attachment:

D7029 Markup Document.PDF

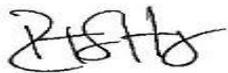
Property & Casualty Transmittal Document

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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #			
	0150			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Old Republic Insurance Company	PA	24147	25-0410420	

5. Company Tracking Number	DOEAR0192601F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Johnathan Hagen 307 N. Michigan Avenue Chicago IL 60601	State Filings Analyst	800-621-0365 Ext. 4534	312-762-4950	jhagen@oldrepublic.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Johnathan Hagen		

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

9.	Type of Insurance (TOI)	17.1 Other Liability - Claims Made Only
10.	Sub-Type of Insurance (Sub-TOI)	17.1006 Directors & Officers Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Directors & Officers - Excess
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 (give description)
14.	Effective Date(s) Requested	New: 06/01/08 Renewal: 06/01/08
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	05/02/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



EXCESS DIC ENDORSEMENT

It is understood and agreed:

- The term “**Primary Policy**,” when used in this policy, is amended to read “Base DIC Policy,” which means the following Excess DIC Policy issued to the **Company**:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Policies**,” when used in this policy, is amended to read “Underlying DIC Policies,” which means the Base DIC Policy and the following Excess DIC Policies specifically excess of the Base DIC Policy, if any:

<u>Insurer</u>	<u>Policy No.</u>	<u>Limit/Attachment</u>

- The term “**Underlying Limit**,” when used in this policy, is amended to read “Underlying DIC Limit,” which means the amount equal to the aggregate of all limits of liability as set forth in paragraphs 1. and 2. above for all Underlying DIC Policies.

- Sections II. A., B. and C. of this policy are deleted in their entirety and replaced by the following:

- A. Except as otherwise expressly provided in the Base DIC Policy with respect to difference-in-condition (DIC) coverage, liability for any covered **Loss** on account of **Claims** first made in each **Policy Period** shall attach to the Insurer after the insurers of the Underlying DIC Policies shall have paid in legal currency the full amount of the Underlying DIC Limit for such **Policy Period**. The Insurer shall then be

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

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liable to pay only covered **Loss** in excess of such Underlying DIC Limit up to its **Limit of Liability** as set forth in Item 3. of the Declarations, which shall be the maximum aggregate liability of the Insurer under this policy with respect to all **Claims** first made in the **Policy Period** against all **Insured Persons** irrespective of the time of payment by the Insurer.

- B. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, in the event and only in the event of the reduction or exhaustion of the Underlying DIC Limit by reason of the insurers of the Underlying DIC Policies paying in legal currency **Loss** covered under the respective Underlying DIC Policy, this policy shall: (i) in the event of reduction, pay excess of the reduced Underlying DIC Limit, and (ii) in the event of exhaustion, continue in force subject to the terms and conditions of the Base DIC Policy, except as otherwise provided in this policy.
- C. Except as otherwise expressly provided in the Base DIC Policy with respect to DIC coverage, this policy shall drop down only in the event of reduction or exhaustion of the Underlying DIC Limit as described above, and shall not drop down for any other reason.

5. For purposes of coverage under this policy, any DIC coverage in the Base DIC Policy applicable to the insolvency of any **policies insurers** underlying the Base DIC Policy shall also be applicable under this policy to the insolvency of **insurers of** any Underlying DIC Policies.

All other terms and conditions of this policy remain unchanged.

This endorsement is a part of the policy and takes effect on the effective date of the policy, unless another effective date is shown below.

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