

SERFF Tracking Number: WESA-125500513 State: Arkansas
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #30027 \$50
Company Tracking Number: EXC-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Excess Liability - Follow Form
Project Name/Number: Submission of Excess Liability - Follow Form Product/EXC-08-001

Filing at a Glance

Company: Ironshore Indemnity, Inc.

Product Name: Excess Liability - Follow Form SERFF Tr Num: WESA-125500513 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #30027 \$50
Made/Occurrence
Sub-TOI: 17.0020 Commercial Umbrella & Excess Co Tr Num: EXC-08-001 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: Westmont Associates Disposition Date: 08/06/2008
Date Submitted: 07/17/2008 Disposition Status: Exempt from Review
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Submission of Excess Liability - Follow Form Product Status of Filing in Domicile: Pending
Project Number: EXC-08-001 Domicile Status Comments: Approved in Minnesota.
Reference Organization: None Reference Number: None
Reference Title: None Advisory Org. Circular: None
Filing Status Changed: 08/06/2008
State Status Changed: 08/06/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Enclosed please find attached Ironshore Indemnity Inc's (the "Company") Excess Liability - Follow Form submission for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Excess Liability - Follow Form filing in order to provide additional limit capacity on a

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follow form basis over various types of liability insurance coverage. Please refer to the attached policy and endorsements.

Please be advised that the rates to be used in coordination with the attached forms are EXEMPT from filing in Arkansas.

Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com
 25 Chestnut Street (856) 216-0220 [Phone]
 Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

Ironshore Indemnity, Inc. CoCode: 23647 State of Domicile: Minnesota
 1 Exchange Plaza Group Code: Company Type: Property and
 Casualty

55 Broadway, 12th Floor
 New York, NY 10006 Group Name: State ID Number:
 (646) 826-6600 ext. [Phone] FEIN Number: 41-0121640

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ironshore Indemnity, Inc.	\$0.00	07/17/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
30027	\$50.00	07/17/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Exempt from Review	Edith Roberts	08/06/2008	08/06/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Quota Share Amendment of Declarations (Excess)	Form	Westmont Associates	08/04/2008	08/04/2008

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Disposition

Disposition Date: 08/06/2008

Effective Date (New):

Effective Date (Renewal):

Status: Exempt from Review

Comment: Acknowledged...Excess Liability Exempt from review but must comply with all applicable code - 23-79-109.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	III - Letter of Authorization	Accepted for Informational Purposes	Yes
Form	Application for Insurance	Accepted for Informational Purposes	Yes
Form	Application for Insurance - Short Form	Accepted for Informational Purposes	Yes
Form	Applicant's Employees Information Supplemental Questionnaire	Accepted for Informational Purposes	Yes
Form	Excess Liability Insurance Policy	Accepted for Informational Purposes	Yes
Form	Excess Liability Insurance Declarations	Accepted for Informational Purposes	Yes
Form	Prior Notice Exclusion Endorsement	Accepted for Informational Purposes	Yes
Form	Prior Acts Exclusion	Accepted for Informational Purposes	Yes
Form	Pending and Prior Litigation Endorsement	Accepted for Informational Purposes	Yes
Form	Specific Litigation Exclusion	Accepted for Informational Purposes	Yes
Form	Specific Entity Exclusion	Accepted for Informational Purposes	Yes
Form	Specific Situation Exclusion	Accepted for Informational Purposes	Yes
Form	Specific Individual Exclusion	Accepted for Informational Purposes	Yes
Form	Quota Share Amendment of Declarations (Excess)	Accepted for Informational Purposes	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 08/04/2008

Comments:

Good Afternoon:

Please note that, since this filing was submitted, the Company has added an additional endorsement to this product. As such, attached please find form EDO.008 (Quota Share Endorsement) for your review and approval.

Please let me know if you have any questions or require additional information. Thank you for your continued attention to this submission.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Quota Share Amendment of Declarations (Excess)	EDO.008	7/08	Endorsement/Amendment/Conditions	New				Quota Share Endorsement EDO.008.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Information al Purposes	Application for Insurance	EXC.001 (07.03.07)	(07.03.07)	Application/ New Binder/Enrollment		0.00	Application Long Form EXC 001.pdf
Accepted for Information al Purposes	Application for Insurance - Short A Form	EXC.001 (07.03.07)	(07.03.07)	Application/ New Binder/Enrollment		0.00	Application Short Form EXC 001A.pdf
Accepted for Information al Purposes	Applicant's Employees Information Supplemental Questionnaire	EXC.002 (07.03.07)	(07.03.07)	Application/ New Binder/Enrollment		0.00	Application EPLI Supplement EXC 002.pdf
Accepted for Information al Purposes	Excess Liability Insurance Policy	EXC.004 (07.12.07)	(07.12.07)	Policy/Coverage New Form		0.00	IRONPRO_EXCESS_LIABILITY INSURANCE POLICY(Form EXC 004).pdf
Accepted for Information al Purposes	Excess Liability Insurance Declarations	EXC.003 (07.03.07)	(07.03.07)	Declaration New s/Schedule		0.00	IRONPRO_EXCESS_POLICY-DECLARATIONS(Form EXC 003).1.pdf
Accepted for Information al Purposes	Prior Notice Exclusion Endorsement	EDO 001 (07/07)	(07/07)	Endorsement/Amendment/Conditions		0.00	Prior Notice Exclusion EDO.001.pdf
Accepted	Prior Acts	EDO 002	(07/07)	Endorsement New		0.00	Prior Acts

SERFF Tracking Number:	WESA-125500513	State:	Arkansas
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TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	Excess Liability - Follow Form		
Project Name/Number:	Submission of Excess Liability - Follow Form Product/EXC-08-001		
for Exclusion Information al Purposes	(07/07)	nt/Amendm ent/Condit ions	Exclusion EDO.002.pdf
Accepted for Information al Purposes	Pending and Prior Litigation EDO 003 (07/07)	Endorseme nt/Amendm ent/Condit ions	0.00 Pending_and_Prior_Litigation_Backdated.EDO.003.pdf
Accepted for Information al Purposes	Specific Litigation Exclusion EDO 004 (07/07)	Endorseme nt/Amendm ent/Condit ions	0.00 Specific_Litigation_Exclusion_EDO.004.pdf
Accepted for Information al Purposes	Specific Entity Exclusion EDO 005 (07/07)	Endorseme nt/Amendm ent/Condit ions	0.00 Specific_Entity_Exclusion_EDO.005.pdf
Accepted for Information al Purposes	Specific Situation Exclusion EDO 006 (07/07)	Endorseme nt/Amendm ent/Condit ions	0.00 Specific_Situation_Exclusion_EDO.006.pdf
Accepted for Information al Purposes	Specific Individual Exclusion EDO 007 (07/07)	Endorseme nt/Amendm ent/Condit ions	0.00 Specific_Individual_Exclusion_EDO.007.pdf
Accepted for Information al Purposes(Excess)	Quota Share Amendment of Declarations EDO.008 7/08	Endorseme nt/Amendm ent/Condit ions	0.00 Quota_Share_Endorsement_EDO.008.pdf

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

APPLICATION FOR INSURANCE

THIS APPLICATION IS FOR EXCESS INSURANCE, SUBJECT TO THE PROVISIONS OF THE UNDERLYING INSURANCE, THIS POLICY MAY ONLY APPLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENT OR SETTLEMENT AMOUNTS MAY BE REDUCED AND TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THE APPLICATION AND THE POLICY CAREFULLY.

GENERAL INFORMATION

1. Company Name (the “Applicant”):

Principal Address: _____

City: _____ State: _____ Zip Code: _____

2. Date of Incorporation: _____

3. State of Incorporation: _____

4. Date Established: _____

5. Officer designated to receive correspondence and notices from the **Insurer** or the **Excess Insurer**:

_____ (Name of Officer) _____ (Title)

6. Nature of Business: _____

7. Federal Employee Identification (FEIN): _____

8. Stock Symbol and Exchange (if applicable): _____

9. Applicant’s website address (if applicable): _____

STOCK OWNERSHIP

1. Total number of common shares outstanding: _____

2. Total number of common shareholders: _____

3. Are shares publicly traded: Yes No

If Yes, specify the exchange on which they are listed: _____

4. Give names and percent owned of any shareholders who hold, directly, beneficially, or as an affiliated group, 5% or more of the common shares outstanding:

5. Please list the number of common shares sold (directly or beneficially) by each director and officer of the Applicant or any **Subsidiary** in the past 12 months.

a. Did the Applicant or any **Subsidiary** repurchase shares directly from its directors and officers?
 Yes No (If "Yes", please attach details).

b. If "Yes", were such shares purchased at the then current market value? Yes No

LOSS/CLAIMS HISTORY

1. Has any insurer cancelled or refused to renew any previous insurance, whether primary or excess, within the past 3 years? Yes No

2. Are there any pending **Claims** against any person or entity for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect? Yes No (If "Yes", please attach a summary description of each **Claim** and any loss payments by any Insurers).

3. Has any person or entity for whom this insurance is intended given notice under the provisions of any other previous or current similar primary or excess insurance policy of any facts or circumstances which may give rise to a **Claim**? Yes No (If "Yes", please attach complete details).

IT IS UNDERSTOOD AND AGREED THAT WITH RESPECT TO QUESTIONS 2 AND 3 ABOVE, IF SUCH **CLAIMS** OR NOTICE OF FACTS OR CIRCUMSTANCES EXIST, THEN THOSE **CLAIMS** AND ANY OTHER **CLAIMS** ARISING FROM SUCH **CLAIMS** OR NOTICED FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

PRIOR KNOWLEDGE

Does any person or entity for whom this insurance is intended have any knowledge or information of any actual or alleged act, error, omission, fact or circumstance which may give rise to a **Claim** which may fall within the scope of the proposed Insurance? Yes No (If "Yes", please attach complete details).

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

The insurance requested herein is being provided in consideration of the payment of the premium and in

reliance upon all statements made in this Application and the application for the followed policy, including the information furnished in connection therewith, whether directly or through public filings.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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 AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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.

NOTICE TO OKLAHOMA APPLICANTS - 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 (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

NOTICE TO VERMONT APPLICANT: 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: 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, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

This Application must be signed by the Chairman of the Board and the President of the Applicant. If the Chairman of the Board and President are the same individual, the Application must also be signed by the Chief Financial Officer, Chief Operating Officer or General Counsel.

Date: _____ Signature: _____

Title: _____

Date: _____ Signature: _____

Title: _____

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

APPLICATION FOR INSURANCE – SHORT FORM

THIS APPLICATION IS FOR EXCESS INSURANCE, SUBJECT TO THE PROVISIONS OF THE UNDERLYING INSURANCE, THIS POLICY MAY ONLY APPLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENT OR SETTLEMENT AMOUNTS MAY BE REDUCED AND TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THE APPLICATION AND THE POLICY CAREFULLY.

GENERAL INFORMATION

1. Company Name (the “Applicant”):

Principal Address: _____

City: _____ State: _____ Zip Code: _____

2. Date of Incorporation: _____

3. State of Incorporation: _____

4. Date Established: _____

5. Officer designated to receive correspondence and notices from the **Insurer** or the **Excess Insurer**:

(Name of Officer)

(Title)

6. Nature of Business: _____

7. Federal Employee Identification (FEIN): _____

8. Stock Symbol and Exchange (if applicable): _____

9. Applicant’s website address (if applicable): _____

STOCK OWNERSHIP

1. Total number of common shares outstanding: _____

2. Total number of common shareholders: _____

3. Are shares publicly traded: Yes No

If Yes, specify the exchange on which they are listed: _____

4. Give names and percent owned of any shareholders who hold, directly, beneficially, or as an affiliated group, 5% or more of the common shares outstanding:

5. Please list the number of common shares sold (directly or beneficially) by each director and officer of the Applicant or any **Subsidiary** in the past 12 months.

a. Did the Applicant or any **Subsidiary** repurchase shares directly from its directors and officers?
 Yes No (If "Yes", please attach details).

b. If "Yes", were such shares purchased at the then current market value? Yes No

LOSS/CLAIMS HISTORY

1. Has any insurer cancelled or refused to renew any previous insurance, whether primary or excess, within the past 3 years? Yes No

2. Are there any pending **Claims** against any person or entity for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect? Yes No (If "Yes", please attach a summary description of each **Claim** and any loss payments by any Insurers).

3. Has any person or entity for whom this insurance is intended given notice under the provisions of any other previous or current similar primary or excess insurance policy of any facts or circumstances which may give rise to a **Claim**? Yes No (If "Yes", please attach complete details).

IT IS UNDERSTOOD AND AGREED THAT WITH RESPECT TO QUESTIONS 2 AND 3 ABOVE, IF SUCH **CLAIMS** OR NOTICE OF FACTS OR CIRCUMSTANCES EXIST, THEN THOSE **CLAIMS** AND ANY OTHER **CLAIMS** ARISING FROM SUCH **CLAIMS** OR NOTICED FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

The insurance requested herein is being provided in consideration of the payment of the premium and in reliance upon all statements made in this Application and the application for the followed policy, including the information furnished in connection therewith, whether directly or through public filings.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

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NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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 AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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.

NOTICE TO OKLAHOMA APPLICANTS - 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 (365:15-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A 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, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

NOTICE TO VERMONT APPLICANT: 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 ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: 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, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

This Application must be signed by the Chairman of the Board and the President of the Applicant. If the Chairman of the Board and President are the same individual, the Application must also be signed by the Chief Financial Officer, Chief Operating Officer or General Counsel.

Date: _____ Signature: _____

Title: _____

Date: _____ Signature: _____

Title: _____

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
 (55 Broadway) 12th Floor
 New York, NY 10006
 (877) IRON411

APPLICANT'S EMPLOYEE INFORMATION SUPPLEMENTAL QUESTIONNAIRE

1. Please provide the following information regarding Employees including Directors and Officers:

(a) Total number of Employees:	_____	
	Non union	Union (if applicable)_____
Full Time:	_____	_____
Part Time:	_____	_____
Seasonal:	_____	_____
Temporary:	_____	_____
Leased:	_____	_____
Independent Contractors: Domestic (within the U.S., Canada and territories):	_____	_____
Foreign:	_____	_____
TOTAL:	_____	_____

(b) Number of Employees in Texas _____, California _____, Michigan _____.

(c) Is the Applicant or any of its Subsidiaries subject to a collective bargaining agreement? []
 Yes [] No

If yes, how many employees are also subject to this agreement? _____.

(d) Do the Applicant's or any of its Subsidiaries' Employees belong to a Union? [] Yes [] No

Please list the name of the Union that the largest number of Employees belong to: _____.

(e) Is the Applicant's or any of its Subsidiaries' Employees employed under a written employment contract? Yes No

If yes, how many are there? _____ .

(f) For the past 3 years, what has been the annual percentage turnover rate of employees (all locations):

Domestic: _____% _____% _____%
Year 1 _____ Year 2 _____ Year 3 _____

Foreign: _____% _____% _____%
Year 1 _____ Year 2 _____ Year 3 _____

(g) How many officers and other employees have resigned, been terminated (with or without cause) or retired within the last 24 months (all locations)?

Officers _____ Other Employees _____

HUMAN RESOURCES

1. Does the Applicant or any of its Subsidiaries have a Human Resources Department?
 Yes No

If "Yes", please answer the following questions regarding the Applicant's or any of its Subsidiaries' Human Resources Department. (If "No", how is this function handled? Please attach full details.)

(a) Number of human resources departments: _____

(b) Number of Employees: _____

2. Does the applicant have a human resources manual or equivalent written management guidelines? Yes No

(If no such manual exists, check here: "none" .) (If "Yes", does it address the following issues?)

Legally prohibited Discrimination Yes No

Sexual Harassment Yes No

Compliance with the Americans with Disability Act Yes No

Compliance with the 1991 Civil Rights Act Yes No

Compliance with the Family Medical Leave Act Yes No

Employee disciplinary actions Yes No

Terminations, layoffs and early retirements Yes No

Employee appraisals / reviews Yes No

(For all "No" answers, how are these issues handled and by whom? Please attach full details.)

3. Are all management and supervisory employees provided with a copy of such manual?
[] Yes [] No
4. Do these staff members receive training in the proper implementation of your personnel policies and procedures? [] Yes [] No
5. (a) Are employment issues relating to terminations, discriminations, sexual harassment, layoffs, transfer, or promotions handled by the Human Resources Department?
[] Yes [] No
(If "No", please provide details on how these issues are handled.)
- (b) When does outside counsel become involved: (Please attach details.)
- (c) How frequently does outside counsel become involved?
[] Always [] Sometimes [] Never
6. Is an application required for new employees? [] Yes [] No
(If "Yes", please attach copies.)
7. (a) Does the Applicant have an Employee Handbook? [] Yes [] No
(If "Yes", please attach a copy.)
- (b) Is the Employment Handbook distributed to all employees? [] Yes [] No
8. Is the Applicant currently undergoing or does the Applicant contemplate undergoing during the next 12 months any employee layoffs or early retirements (including ones resulting from any type of company restructuring or office, plant or store closing)?

[] Yes [] No
(If "Yes", please attach full details.)
9. Please provide on a separate attachment full details on all wrongful termination, discrimination and sexual harassment claims, which amounted to \$25,000 or greater, made against the Applicant or any of its Subsidiaries or any of its Directors, Officers or Employees during the last five years, including amounts of any judgments or settlements and costs of defense. (If no such claims, check here [] None.)
10. (a) Please provide on a separate attachment full details on all inquiries, investigations, grievance filings or other administrative hearings previously filed during the last five years or currently before any local, state or federal agency governing employer responsibility to employees. (If none, check here [] .)
- (b) Please provide on a separate attachment full details on all customer/client lawsuits previously filed during the last five years. (If none, check here [] .)
11. Current Insurance (if none, most recent). If included as an attachment herein, check here []. (Attached)

	D&O Insurance	EPL Insurance
(a) Name of insurance company		
(b) Limit of Liability		
(c) Self-insured retention		
(d) Policy expiration date		
(e) Premium (indicate one year or more)		

This Application must be signed by the Chairman of the Board and the President of the Applicant. If the Chairman of the Board and President are the same individual, the Application must also be signed by the Chief Financial Officer, Chief Operating Officer or General Counsel.

Date: _____ Signature: _____
 Title: _____

Date: _____ Signature: _____
 Title: _____

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006



Excess Liability Insurance Policy

I. INSURING AGREEMENT

In consideration of the payment of the premium and in reliance upon all statements made in the application for this Policy and the Followed Policy, including the information furnished in connection therewith, whether directly or through public filing, and subject to all terms, definitions, conditions, exclusions and limitations of this policy, the Insurer agrees to provide insurance coverage to the Insureds in accordance with the terms, definitions, conditions, exclusions and limitations of the Followed Policy, except as may be otherwise provided in this Policy.

II. LOSS PAYABLE PROVISION

It is agreed the Insurer shall pay the Insured as defined in the Followed Policy for Loss by reason of exhaustion by payments of all Underlying Policy Limits of all underlying policies by the underlying insurers issuing such underlying policies and/or the Insureds, subject to i) the terms and conditions of the Followed Policy as that form is submitted to the Insurer; ii) the Limit of Liability as stated in Item 6 of the Declarations; and iii) the terms and conditions of, and the endorsements attached to, this Policy. In no event shall this policy grant broader coverage than would be provided by the Followed Policy.

III. DEFINITIONS

- A. The Terms "Insurer" and "Followed Policy" shall have the meanings attributed to them in the Declarations.
- B. The term "Insureds" means those individuals and entities insured by the Followed Policy.
- C. The term "Policy Period" means the period set forth in Item 4 of the Declarations.
- D. The term "Underlying Policy Limits/Attachment Point" means an amount equal to the aggregate of all limits of liability as set forth in Item 7 of the Declarations for all Underlying Policies, plus the uninsured retention, if any, applicable to the Underlying Policies.

IV. POLICY TERMS

- A. This policy is subject to the same representations contained in the Application for the Followed Policy and has the same terms, definitions, conditions, exclusions and limitations (except as regards the premium, the limits of liability, the policy period and as may be otherwise in this Policy) as are contained in the Followed Policy.
- B. If during the Policy Period or any Discovery Period the terms, conditions, exclusions or limitations of the Followed Policy are changed in any manner, the Insureds shall as a condition precedent to their rights to coverage under this policy give to the Insurer written notice of the full particulars thereof and secure the Insurers affirmative consent to such modification before coverage will be effective.
- C. As a condition precedent to their rights under this policy, the Insureds shall give to the Insurer as soon as practicable written notice in accordance with the terms, conditions, definitions, exclusions and limitations of the Followed Policy.

D. Notwithstanding any of the terms of this policy which might be construed otherwise, this policy shall drop down only in the event of reduction or exhaustion of the Underlying Limit and shall not drop down for any other reason including, but not limited to, uncollectibility (in whole or in part) of any Underlying Limits. The risk of uncollectibility of such Underlying Limits (in whole or in part) whether because of financial impairment or insolvency of an underlying insurer or for any other reason, is expressly retained by the Insureds and is not in any way or under any circumstances insured or assumed by the carrier.

Ironshore Indemnity Inc. by:

Secretary

President

	<p align="center">IRONSHORE INDEMNITY INC. 1 Exchange Plaza (55 Broadway) 12th Floor New York, NY 10006 (877) IRON411</p>	 <p align="center">Excess Liability Insurance Policy Declarations</p>
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This Policy is issued by the stock insurance company listed above (herein "Insurer").

UNLESS OTHERWISE PROVIDED IN THE FOLLOWED POLICY, THIS POLICY IS A CLAIMS MADE POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

Policy No.

Item 1. Insured Company Principal Address:

Item 2. Coverage Provided:

Item 3. Followed Policy: Insurer:

Policy number

Item 4. Policy Period
From 12:01 A.M. To 12:01 A.M.
(Local time at the address shown in Item 1.)

Item 5. Premium
\$ _____

Item 6. Limit of Liability/Aggregate Limit:
\$ _____ for all Loss under all Coverages combined.

Item 7. Underlying Policy Limits/Attachment Point:
\$ _____

Item 8. PENDING & PRIOR LITIGATION DATE:

Item 9. NOTICE TO INSURER

A. Notice of Claim, Wrongful Act or Loss:
Send to Company Indicated Above
c/o Ironshore Insurance Services, LLC
1 Exchange Plaza (55 Broadway)
New York, NY 10006

B. All other notices:
Send to Company Indicated Above
c/o Ironshore Insurance Services, LLC
1 Exchange Plaza (55 Broadway)
New York, NY 10006

Item 10. BROKER:

ADDRESS:

LICENSE #:

Item 11. FORMS and ENDORSEMENTS

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, FOR THIS POLICY AND THE FOLLOWED POLICY, INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH WHETHER DIRECTLY OR THROUGH PUBLIC FILING, AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Date: _____
MO/DAY/YR.

Authorized Representative



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #:

PRIOR NOTICE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It is understood and agreed that we shall not be liable for loss on account of any claim made against any Insured based upon, arising from, or in consequence of any circumstances if written notice of such circumstances has been given under any policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY INSURANCE POLICY

It is agreed that in addition to any EXCLUSIONS made part of the Followed Policy or any Underlying Insurance, the following exclusion shall apply to this policy:

Underwriters shall not be liable to make any payment for Loss in connection with any Claim made against any Insured (as defined in the Primary Policy) brought by reason of any Wrongful Act(s), including Interrelated Wrongful Acts, actually or allegedly committed or attempted in whole or in part prior to _____.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENDING AND PRIOR LITIGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It is understood and agreed that the Limits of Liability shall not apply to claims made against the Insured based upon, arising from, or in consequence of any demand, suit, or other proceeding pending, or order, decree or judgment entered against any Insured prior to _____, or the same or substantially the same fact, circumstance or situation underlying or alleged therein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It is agreed that in addition to any EXCLUSIONS made part of the Followed Policy or any Underlying Insurance, the following exclusion shall apply to this policy:

It is understood and agreed that the Limit of Liability shall not apply to claims for, based upon, arising from, or in any way related to the following proceedings:

or the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such proceeding.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #**Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITY EXCLUSION

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for Loss in connection with any Claim brought by or on behalf of: (1) any of the following individuals and/or entities or (2) any entity of which such individual(s) and/or entity owns more than 5% voting stock, either directly or indirectly:

1.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

Endorsement #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC SITUATION EXCLUSION

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It is agreed that in addition to any EXCLUSIONS made part of the Followed Policy or any Underlying Insurance, the following exclusion shall apply to this policy:

It is understood and agreed that the Limit of Liability shall not apply to claims for, based upon, arising from, or in any way related to the following circumstances:

or the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such circumstances.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INDIVIDUAL EXCLUSION

This endorsement modifies insurance provided under the following:

Excess Liability Insurance Policy

It is understood and agreed that we shall not be liable for loss on account of any claim made against any Insured which, in whole or in part, is brought or maintained by or on behalf of any of the following individuals, including his/her estate, any beneficiary of his/her estate, or assignee, trustee or receiver thereof:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006

ENDORSEMENT #

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUOTA SHARE AMENDMENT OF DECLARATIONS (EXCESS)

In consideration of the premium charged, it is hereby understood and agreed that:

- 1. Item 6. of the Declarations is deleted and replaced by the following:

Item 6. Aggregate Quota Share Layer Limit of Liability: _____

Maximum aggregate Limit of Liability for all Claims made during the Policy Period.

Subject to all of its terms and conditions, this Policy shall provide coverage for Claims in excess of the Underlying Insurance, up to the Insurer's quota share participation of the aggregate maximum limit stated above. Any Loss within the Aggregate Quota Share Layer Limit of Liability stated above shall be paid pro rata by each of the insurers subscribing to this Aggregate Quota Share Layer Limit of Liability in accordance with the proportion set forth in the Participation Agreement entered into by each such insurer. The participation of such insurers is set forth below in Item 7. of the Declarations. The obligations of such insurers who subscribe to the quota share arrangement are several and not joint, and are limited to the extent of their individual subscriptions. No subscribing insurers is responsible for the obligation of any co-subscribing insurer.

The Insurer's participation is set forth at Item 12. of the Declarations. The Insurer has full claims and underwriting control of its portion of the quota share arrangement and no action or omission by any of the co-subscribing insurers shall bind the Insurer or be deemed a waiver of any coverage defense the Insurer has under this Policy or available at law. The Insurer shall act on its own behalf with respect to all other matters concerning this Policy, and no other insurer subscribing to the Policy may act on behalf of or bind the Insurer with respect to the Policy terms or any matter concerning the Policy. All notices by an Insured to the Insurer under this Policy shall be provided to the Insurer at the address specified in the Declarations.

- 2. The Declarations are amended by the addition of the following:

Item 12.

Insurer's Quota-Share Participation: _____

Insurer's Limit of Liability: _____

The Insurer agrees to pay on behalf of the Insured under the Policy that proportion of covered Loss set forth above in the manner provided under Item 3. of the Declarations and in full conformance with all the terms and conditions of the Policy.

3. Item 7. of the Declarations is amended by adding the following:

Quota Share Layer Attachment Point:		
Quota Share Participant	Policy Number	Limit of Liability

4. Item 5. of the Declarations is deleted and replaced by the following:

Item 5. Total Quota Share Layer Premium: _____

Insurer's Quota-Share Participation Premium: _____

The Total Quota Share Layer Premium is payable pro rata to each of the insurers subscribing to this Quota Share Layer in accordance with the proportion set forth in its Participation Agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

SERFF Tracking Number: WESA-125500513 *State:* Arkansas
Filing Company: Ironshore Indemnity, Inc. *State Tracking Number:* #30027 \$50
Company Tracking Number: EXC-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Excess Liability - Follow Form
Project Name/Number: Submission of Excess Liability - Follow Form Product/EXC-08-001

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125500513 State: Arkansas
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #30027 \$50
Company Tracking Number: EXC-08-001
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Excess Liability - Follow Form
Project Name/Number: Submission of Excess Liability - Follow Form Product/EXC-08-001

Supporting Document Schedules

Satisfied -Name: III - Letter of Authorization

Review Status:

Accepted for Informational 08/06/2008
Purposes

Comments:

Attached is the letter of authorization

Attachment:

LOA. Westmont.pdf



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway), 12th Floor
New York, NY 10006
tel (646) 826 6600
toll free (877) IRON411
fax (646) 826 6601
www.ironshore.com

December 19, 2007

RE: Ironshore Indemnity Inc.
NAIC#: 23647
FEIN#: 41-0121640
Letter of Authorization
Filing of Forms, Rates and Rules

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

Please direct all correspondence in relation to these filings directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning these filings, please contact Mr. Pohler at (856) 216-0220, fax (856) 216-0303 or by email at Wes@westmontlaw.com

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Mitrovic', is written over the word 'Sincerely,'.

Michael Mitrovic
Senior Vice President

cc: Peter McKeegan
Andrew Cahill