

SERFF Tracking Number: WESA-125799362 State: Arkansas
 Filing Company: Darwin Select Insurance Company State Tracking Number: \$0
 Company Tracking Number: 2008-7001-F-AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Commercial Excess Follow Form
 Project Name/Number: Submission of Commercial Excess Follow Form Product - Forms/2008-7001-F-AR

Filing at a Glance

Company: Darwin Select Insurance Company

Product Name: Commercial Excess Follow Form SERFF Tr Num: WESA-125799362 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: \$0

Sub-TOI: 17.0020 Commercial Umbrella & Excess Co Tr Num: 2008-7001-F-AR State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Westmont Associates Disposition Date: 09/10/2008

Date Submitted: 09/02/2008 Disposition Status: Accepted For Informational Purposes

Effective Date Requested (New): On Approval Effective Date (New):
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

Excess follow forms are exempt from filing - info only.

General Information

Project Name: Submission of Commercial Excess Follow Form Product Status of Filing in Domicile: Pending - Forms

Project Number: 2008-7001-F-AR Domicile Status Comments: This is an Arkansas only filing; AR is the state of domicile.

Reference Organization: None Reference Number: None

Reference Title: None Advisory Org. Circular: None

Filing Status Changed: 09/10/2008

State Status Changed: 09/10/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed please find attached Darwin Select Insurance Company's ("Darwin") Excess Liability – Follow Form submission for your review and approval. This is a new filing and does not replace any forms currently on file in your

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jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on Darwin's behalf is enclosed. Darwin is filing to introduce its Excess Liability – Follow Form product which will be used to provide insurance excess of underlying insurance on a follow form basis. This product can be written over various types of underlying Other Liability insurance coverages including, but not limited to, Directors and Officers Liability Insurance, Miscellaneous Professional Liability Insurance, Lawyers Professional Liability Insurance, Employment Practices Liability Insurance. The terms and conditions of coverage will apply in conformance with the underlying provisions of the followed policy unless endorsed or stated otherwise in the Excess Insurance Policy. The rates to be used in coordination with the enclosed forms are EXEMPT from your filing requirements

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

Darwin Select Insurance Company CoCode: 24319 State of Domicile: Arkansas
8 Farm Springs Road Group Code: Company Type: Property and
Casualty
Farmington, CT 06032 Group Name: State ID Number:
(856) 216-0220 ext. [Phone] FEIN Number: 51-0331163

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR fee for forms; please note that Edith Roberts has confirmed that the fee paid on filing WESA-125537978 can count for this filing. The check number was 27440 in the amount of \$50. The AR filing number for the withdrawn forms submission is #27440, \$50.

Best regards,

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Wes

Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Darwin Select Insurance Company	\$0.00	09/02/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Edith Roberts Informational Purposes		09/10/2008	09/10/2008

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Disposition

Disposition Date: 09/10/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment: Excess forms are exempt from filing but must comply AR Code Anno 23-79-109 - accepted for informational purposes.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Arkansas L of A	Accepted for Informational Purposes	Yes
Supporting Document	Forms Listing	Accepted for Informational Purposes	Yes
Supporting Document	AR Cover	Accepted for Informational Purposes	Yes
Form	Excess Insurance Policy	Accepted for Informational Purposes	Yes
Form	Excess Insurance Policy Declarations	Accepted for Informational Purposes	Yes
Form	Prior Notice Exclusion	Accepted for Informational Purposes	Yes
Form	Run-Off Endorsement	Accepted for Informational Purposes	Yes
Form	Additional Insured(s)	Accepted for Informational Purposes	Yes
Form	Maintenance Deductible	Accepted for Informational Purposes	Yes
Form	Cancellation of the Policy by the Insured	Accepted for Informational Purposes	Yes
Form	Delete Coverage/Recognize Erosion	Accepted for Informational Purposes	Yes
Form	Regulatory Claims Exclusion	Accepted for Informational Purposes	Yes
Form	Additional Insured - Seperate Retroactive Date	Accepted for Informational Purposes	Yes
Form	Bad Faith Endorsement	Accepted for Informational Purposes	Yes
Form	Intentional Breach of Authority Exclusion	Accepted for Informational Purposes	Yes
Form	Retroactive Date	Accepted for Informational Purposes	Yes
Form	Governmental Claims Coverage (Excess)	Accepted for Informational Purposes	Yes
Form	Amend Notice of Cancellation	Accepted for	Yes

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		Informational Purposes
Form	Amend Notice of Non-Renewal	Accepted for Yes
		Informational Purposes
Form	Specific Limit, Seperate Prior and Pending Litigation Dates	Accepted for Yes
		Informational Purposes
Form	Recovery of Defense Expenses	Accepted for Yes
		Informational Purposes
Form	Recovery of Defense Expenses	Accepted for Yes
		Informational Purposes
Form	Amend Notice of Claims and Circumstances	Accepted for Yes
		Informational Purposes
Form	Accept Competitors Application	Accepted for Yes
		Informational Purposes
Form	Amend Section III (A)	Accepted for Yes
		Informational Purposes
Form	Cancellation of Policy	Accepted for Yes
		Informational Purposes
Form	Reduction of Underlying Insurance by Underlying Insurers and/or Insured	Accepted for Yes
		Informational Purposes
Form	Excess Following Specific Form	Accepted for Yes
		Informational Purposes
Form	Not Excess Over Sublimited Coverages, Recognize Erosion	Accepted for Yes
		Informational Purposes
Form	Prior Notice Exclusion	Accepted for Yes
		Informational Purposes
Form	Reduction of Underlying Insurance by Underlying Insurers and/or Insured, Delete Recission Language	Accepted for Yes
		Informational Purposes
Form	Nonconformance with Underlying Insurance	Accepted for Yes
		Informational Purposes
Form	Arkansas Amendatory	Accepted for Yes
		Informational Purposes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Informational Purposes	Excess Insurance Policy	DRWN E2000	(6/2004)	Policy/Coverage Form		0.00	Excess Policy DRWN E2000 62004.pdf
Accepted for Informational Purposes	Excess Insurance Policy	DRWN E2005	(2/2008)	Declaration New s/Schedule		0.00	DRWN E2005 (2-2008 ed).pdf
Accepted for Informational Purposes	Prior Notice Exclusion	v1009	(7/2003)	Endorsement/Amendment/Conditions		0.00	v1009 Prior Notice Exclusion - Excess D&O.pdf
Accepted for Informational Purposes	Run-Off Endorsement	V1108	(10/2007)	Endorsement/Amendment/Conditions		0.00	v1108 Run-Off Endorsement (Excess 10-2007).pdf
Accepted for Informational Purposes	Additional Insured(s)	v1124	(2/2004)	Endorsement/Amendment/Conditions		0.00	v1124 Additional Insured - Excess.pdf
Accepted for Informational Purposes	Maintenance Deductible	v1140	(3/2004)	Endorsement/Amendment/Conditions		0.00	v1140 Maintenance Deductible.pdf
Accepted for Informational Purposes	Cancellation of the Policy by the Insured	v1183	(4/2004)	Endorsement/Amendment/Conditions		0.00	v1183 Cancellation of Policy By the Insured.pdf
Accepted	Delete	v1208	(6/2004)	Endorsement New		0.00	v1208

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for Information al Purposes	Coverage/Recognize Erosion	nt/Amendment/Conditions	Delete Coverage Recognize Erosion.pdf
Accepted for Information al Purposes	Regulatory Claims Exclusion v1232 (9/2004)	Endorsement/Amendment/Conditions New	0.00 v1232 Regulatory Claims Exclusion (Excess).pdf
Accepted for Information al Purposes	Additional Insured - Seperate Retroactive Date v1251 (10/2004)	Endorsement/Amendment/Conditions New	0.00 v1251 Additional Insured - Separate Retroactive Date.pdf
Accepted for Information al Purposes	Bad Faith Endorsement v1331 (12/2004)	Endorsement/Amendment/Conditions New	0.00 v1331 Bad Faith Endorsement (Excess Insurance Agents).pdf
Accepted for Information al Purposes	Intentional Breach of Authority Exclusion v1332 (12/2004)	Endorsement/Amendment/Conditions New	0.00 v1332 Intentional Breach of Authority Exclusion (Excess Insurance Agents).pdf
Accepted for Information al Purposes	Retroactive Date v1359 (2/2005)	Endorsement/Amendment/Conditions New	0.00 v1359 Retroactive Date (Excess).pdf
Accepted for Information al Purposes	Governmental Claims Coverage (Excess) v1369 (2/2005)	Endorsement/Amendment/Conditions New	0.00 v1369 Excess Insurance Agents - Government

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Accepted for Information al Purposes	Amend Notice of Cancellation	v1378	(3/2005)	Endorsement/Amendment/Conditions	New	0.00	v1378 Amend Notice of Cancellation - Insert # Days.pdf
Accepted for Information al Purposes	Amend Notice of Non-Renewal	v1379	(3/2005)	Endorsement/Amendment/Conditions	New	0.00	v1379 Amend Notice of NonRenewal - Insert # Days.pdf
Accepted for Information al Purposes	Specific Limit, Seperate Prior and Pending Litigation Dates	v1386	(2/2008)	Endorsement/Amendment/Conditions	New	0.00	v1386 (Updated Version) Prior and Pending Lit Excl - Split Date Separate Limits (EXCESS).pdf
Accepted for Information al Purposes	Recovery of Defense Expenses	v1419	(5/2005)	Endorsement/Amendment/Conditions	New	0.00	v1419 Defense Expenses, Recovery of (Excess over Duty to Defend).pdf
Accepted for Information al Purposes	Recovery of Defense Expenses	v1420	(5/2005)	Endorsement/Amendment/Conditions	New	0.00	v1420 Defense Expenses, Recovery of (Excess over

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Accepted for Informational Purposes	Amend Notice of Claims and Circumstances	v1626	(9/2005)	Endorsement/Amendment/Conditions	New	0.00	v1626 notice of claims and circumstances.pdf
Accepted for Informational Purposes	Accept Competitors Application	v1676	(1/2006)	Endorsement/Amendment/Conditions	New	0.00	v1676 Accept Competitors Application.pdf
Accepted for Informational Purposes	Amend Section III(A)	v1706	(2/2006)	Endorsement/Amendment/Conditions	New	0.00	v1706 Amend Section III(A) Maintenance of Underlying (Excess D&O).pdf
Accepted for Informational Purposes	Cancellation of Policy	v1710	(2/2006)	Endorsement/Amendment/Conditions	New	0.00	v1710 Cancellation of Policy.pdf
Accepted for Informational Purposes	Reduction of Underlying Insurance by Insurers and/or Insured	v1818	(10/2007)	Endorsement/Amendment/Conditions	New	0.00	v1818 Reduction of Underlying by Insured or Insurers (EXCESS 10-2007).pdf
Accepted for Informational Purposes	Excess Following Specific Form	v1843	(10/2006)	Endorsement/Amendment/Conditions	New	0.00	v1843 Excess following specific form.pdf
Accepted for Informational Purposes	Not Excess Over Sublimited	v1990	(5/2007)	Endorsement/Amendment	New	0.00	v1990 No Excess Over

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Information Coverages, al PurposesRecognize Erosion	ent/Condi ons	Sublimits Recognize Erosion (EXCESS).p df
Accepted Prior Notice v2101 (2/2008) Endorseme New for Exclusion Information nt/Amendm al Purposes ent/Condi ons	0.00	v2101 Prior Notice Exclusion (fill-in).pdf
Accepted Reduction of v2197 (1/2008) Endorseme New for Underlying Information nt/Amendm al PurposesInsurance by ent/Condi ons Underlying Insurers and/or Insured, Delete Rescission Language	0.00	v2197 Reduction of Underlying by Insured or Insurers Delete Rescission Language.pdf
Accepted Nonconformance v2198 (1/2008) Endorseme New for with Underlying Information nt/Amendm al PurposesInsurance ent/Condi ons	0.00	v2198 Excess over Senior Living Endt - Not Follow Form.pdf
Accepted Arkansas x1002 (2/2008) Endorseme New for Amendatory Information nt/Amendm al Purposes ent/Condi ons		x1002 Arkansas Amendatory. pdf



Excess Insurance Policy

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on the Application to Darwin Professional Underwriters, Inc., the Underwriter for the Insurer identified in the Declarations (hereinafter, the Insurer), and to the insurer(s) of the Underlying Insurance, and subject to the terms and conditions of, and endorsements to, this Policy, the Insurer and the Insured agree as follows:

I. INSURING AGREEMENT

The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers**.

II. DEFINITIONS

- (A) “**Application**” means the application attached to and forming part of this Policy, including any material submitted or obtained by the Underwriter in connection with such application.
- (B) “**Defense Expenses**” means reasonable and necessary legal fees and expenses incurred in defense of claims. Defense Expenses do not include salaries, wages or other overhead expenses of the **Insured**.
- (C) “**Insured**” means any and all persons and entities designated as insureds in the **Underlying Insurance**.
- (D) “**Policy Period**” means the period from the inception date to the expiration date set forth in ITEM 2 of the Declarations, or any lesser period of time if the Policy is cancelled before the expiration date.
- (E) “**Primary Policy**” means the policy specified in ITEM 4 (A) of the Declarations.
- (F) “**Underlying Insurance**” means all policies, including the **Primary Policy**, specified in ITEM 4 of the Declarations.
- (G) “**Underlying Insurers**” means any or all of the companies that issued the policies of **Underlying Insurance**, as specified in ITEM 4 of the Declarations.

III. MAINTENANCE OF UNDERLYING INSURANCE

- (A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**. Notwithstanding anything to the contrary in this Policy, all coverage under this Policy will be void from its inception in the event that any **Underlying Insurance** is rescinded by agreement or legal process for fraud or other material misrepresentation by the **Insured**.
- (B) In the event of a modification to any **Underlying Insurance** by endorsement or otherwise, the coverage under this Policy will become subject to such modification only if and to the extent that the Insurer consents to such modification by written endorsement to this Policy.

IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE

- (A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers**.
- (B) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage as primary insurance for loss incurred in connection with any subsequent claim in the event that the **Underlying Insurance** is exhausted solely as a result of the actual payment of loss by the **Underlying Insurers** in connection with a prior claim or claims. If this Policy provides coverage as primary insurance, such coverage will be subject to the retention(s) set forth in the **Primary Policy**.
- (C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers**.

V. LIMIT OF LIABILITY

The amount stated in ITEM 3 of the Declarations is the limit of liability under this Policy and is the maximum amount payable by the Insurer under this Policy for all loss, including **Defense Expenses**. **Defense Expenses** are part of, and not in addition to, the limit of liability, and the payment of **Defense Expenses** reduces the limit of liability.

VI. NOTICES

As a condition precedent to the Insurer's obligations under this Policy, the **Insured** will provide the Insurer with prompt notice of:

- (A) any claim under any **Underlying Insurance**, or any circumstance that could give rise to a claim under any **Underlying Insurance**;
- (B) any settlement offers that the **Insured** intends to make or any settlement demands made by any claimant, even if such offers or demands would not implicate coverage under this Policy;
- (C) the payment of any claims under any **Underlying Insurance**;
- (D) the cancellation of any **Underlying Insurance**;
- (E) the modification of any **Underlying Insurance** by endorsement or otherwise; or
- (F) any additional or return premiums charged or allowed in connection with any **Underlying Insurance**.

The entity named in ITEM 1 of the Declarations will be the sole agent for, and will act on behalf of, all **Insureds** with respect to all matters under this Policy, including, but not limited to, giving notice of claim, communications regarding coverage, the issuance of any endorsements, notice of cancellation or non-renewal, and any notice regarding the payment or return of any premium for this Policy.

Notice given to any of the **Underlying Insurers** of any claim or circumstance that could give rise to a claim under any **Underlying Insurance** will not be deemed notice to the Insurer. Notice of any claim or circumstance that could give rise to a claim under any **Underlying Insurance** must be sent by certified mail or prepaid courier to the Insurer at the address specified in ITEM 5 of the Declarations.

VII. MODIFICATION, CANCELLATION AND NON-RENEWAL

- (A) No modification of this Policy will be effective unless made by endorsement signed by an authorized agent of the Insurer.
- (B) The **Insured** may cancel this Policy prior to the expiration date set forth in ITEM 2 of the Declarations by mailing to the Insurer written notice stating when such cancellation will be effective.
- (C) The Insurer may cancel this Policy only for non-payment of premium, and only by delivering or mailing to the **Insured** written notice stating when, not less than thirty (30) days after such notice, such cancellation will be effective. The delivery or mailing of such notice will be sufficient proof of notice, and this Policy will terminate at the date and hour specified in the notice.
- (D) The Insurer will refund the unearned premium computed at the customary short rate if this Policy is cancelled by the **Insured**. Under all other circumstances, any unearned premium will be computed pro rata.
- (E) The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than sixty (60) days prior to the expiration of the Policy.



Excess Insurance Policy Declarations

Darwin National Assurance Company

Policy Number:

Darwin Select Insurance Company

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Item 1. Name and Mailing Address of Insured Entity:

Item 2. Policy Period:

Inception Date:

Expiration Date:

At 12:01 AM Standard Time at the Mailing Address shown above

Item 3. Limit of Liability:

\$

Item 4. Schedule of Underlying Insurance:

(A) Primary Policy
 Insurer:
 Policy No.:
 Limit of Liability \$
 Retention \$

(B) Underlying Excess Policies
 Insurer
 Policy No.:
 Limit of Liability \$

Insurer
 Policy No.:
 Limit of Liability \$

Item 5. Notices required to be given to the Insurer must be addressed to:

For Reporting of Claims and Circumstances:
noticeofloss@DarwinPro.com

For all other Notices:
9 Farm Springs Road
Farmington, CT 06032

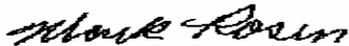
Item 6. Premium:

Total Policy Premium \$

Item 7. Endorsements Attached at Issuance:

THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE INSURED RELATING TO THIS INSURANCE.

In Witness Whereof, the Insurer has caused this Policy to be executed by its authorized officers.



SECRETARY



PRESIDENT



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. <EN>

PRIOR NOTICE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	PLATTE RIVER INSURANCE COMPANY

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary contained in this Policy or the **Underlying Insurance**, no coverage will be available under this Policy for Loss in connection with any Claim based upon, arising out of, directly or indirectly resulting from any fact, circumstance, situation, transaction, event or Wrongful Act which, before the inception date of this Policy was the subject of any notice given under any other policy of directors and officers liability or similar insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RUN-OFF ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the additional premium charged of < >, it is hereby agreed:

1. Item 2. of the Declarations, **Policy Period**, is amended to read as follows:

Item 2. Policy Period
Inception Date: _____
Expiration Date: _____

2. The Limit of Liability set forth in Item 3 of the Declarations shall remain the Insurer's maximum aggregate Limit of Liability for all loss, including **Defense Expenses**, on account of claims first made against the **Insured** during the Policy Period.
3. No coverage shall be available for any loss, including **Defense Expenses**, on account of any claim based upon, arising from or in consequence of, any wrongful act committed or allegedly committed on or after <DATE>.
4. The entire premium and additional premium shall be deemed fully earned as of as of the effective date of this Endorsement.

The Policy is deemed amended to effectuate these changes.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED(S)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

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

Notwithstanding the terms and conditions of the **Underlying Insurance**, the term **Insured** is amended to include the persons or entities set forth below:

< LIST ADDITIONAL INSURED(S) >

All other terms conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>
MAINTENANCE DEDUCTIBLE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

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

Section IV, REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraph (B), is amended to read as follows:

- (B) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage as primary insurance for loss incurred in connection with any subsequent claim in the event that the **Underlying Insurance** is exhausted solely as a result of the actual payment of loss by the **Underlying Insurers** in connection with a prior claims or claims. If this Policy provides coverage as primary insurance, such coverage will be subject to a deductible in the amount of <\$ >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

CANCELLATION OF POLICY BY INSURED

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the return premium of \$_____, it is hereby understood and agreed that this Policy is cancelled effective _____.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

DELETE COVERAGE/RECOGNIZE EROSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary in the **Underlying Insurance**, this Policy will not provide coverage for **Claims** under < TYPE OF COVERAGE(S) > coverages in the **Underlying Insurance** (hereafter "excluded coverage claims") Provided, that this Policy will recognize the depletion or exhaustion of deductible, retentions, or the Limits of Liability of **Underlying Insurance** caused by excluded coverage claims.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REGULATORY CLAIMS EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged it is hereby agreed, notwithstanding any terms or conditions to the contrary in this Policy or the **Underlying Insurance**:

1. No coverage will be available under this Policy for any claim on account of a Regulatory Wrongful Act (hereinafter referred to as a "Regulatory Claim") based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) a written demand for payment or notice of investigation received by an **Insured**, that is made by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit;
 - (ii) the receipt or execution of a search warrant, subpoena, civil investigation, notice, contact letter or demand letter issued against an **Insured** at the request or on behalf of a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit;
 - (iii) an administrative or regulatory proceeding against an **Insured** commenced by the filing of a demand or notice of charges by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a Qui tam action or a relator lawsuit;
 - (iv) an adjudicatory proceeding against an **Insured** commenced by the filing of a civil complaint or a request for injunctive relief by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit; or
 - (v) a criminal proceeding brought against an **Insured** in a court of law commenced by the filing of an indictment or information;

provided that the Regulatory Claim shall not include any customary, regularly scheduled or routine examination, audit or reconciliation by or on behalf of, or for the benefit of, a Government Entity, of an **Insured**.

2. Solely for the purpose of this Endorsement, the term "Government Entity" shall mean the United States or any federal, state or local government, regulatory or administrative agency or entity.
3. Solely for the purpose of this Endorsement, a "Regulatory Wrongful Act" shall mean any alleged:
 - (i) act, error, omission, misstatement, misconduct, fraud, reckless disregard or negligence committed by an **Insured** in the performance of, or failure to perform, any of the following activities in the Medicaid, Medicare, Federal Employee Health Benefit or TriCare Programs:
 - (A) procedure coding;
 - (B) bill, claim, cost report or data submissions; or
 - (C) the calculation of managed care payments;

- (ii) offer, acceptance or payment by any **Insured** in exchange for any patient referral(s), in violation of any state, local, or federal law;
- (iii) offer, acceptance or payment by an **Insured** in violation of any state, local or federal antikickback law; or
- (iv) act, error or omission by an **Insured** In violation of the Health Insurance Portability and Accountability Act (HIPAA),

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED - SEPARATE RETROACTIVE DATE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, notwithstanding the terms and conditions of this Policy or the **Underlying Insurance**, it is hereby agreed that:

The definition of the term "**Insured**" is amended to include < INSERT NAME >, but coverage will only be provided for acts, errors or omissions which took place on or after < DATE >.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. <EN>

BAD FAITH EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, and notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, this Policy will not apply to any claim based on, directly or indirectly arising out of, or resulting from, any actual or alleged lack of good faith or fair dealing in the handling of any claim or obligation due or alleged to be due under any insurance contract, bond or any benefit plan.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

INTENTIONAL BREACH OF AUTHORITY EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, and notwithstanding any language to the contrary in this Policy or the **Underlying Insurance**, no coverage shall be available under this Policy for any claim based on, directly or indirectly arising out of, or resulting from, any actual or alleged intentional breach of underwriting or binding authority.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RETROACTIVE DATE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, and notwithstanding the terms and conditions of this Policy or the **Underlying Insurance**, it is hereby agreed:

1. The Declarations Page is amended to add the following as ITEM 8:

"Item 8. Retroactive Date:

< Insert Date >"

2. The following definition shall be deemed added to Section II, DEFINITIONS, of the Policy:

"Retroactive Date" means the date on or after which an act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act must occur for coverage to apply under the Policy. No coverage will be available under the Policy for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act which occurred prior to the **Retroactive Date** specified in Item 8 of the Declarations, regardless of whether or not such an act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act gives rise to a Claim which is payable under the **Underlying Insurance**.

3. This Policy will NOT recognize the depletion or exhaustion of deductibles, retentions, or the Limits of Liability of the **Underlying Insurance** caused by Claims based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act which occurred prior to the **Retroactive Date** specified in Item 8 of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

GOVERNMENTAL CLAIMS COVERAGE (EXCESS)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, and notwithstanding any terms or conditions to the contrary in this Policy or the **Underlying Insurance**, it is hereby agreed:

- A. The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth below, **Loss** and **Defense Expenses** which the **Insured** shall become legally obligated to pay because of **Governmental Claims**, provided always that:
1. such **Governmental Claim** is first made against the **Insured** during the **Policy Period**; and
 2. such **Governmental Claim** arises out of a **Wrongful Act** committed on or after the (?) Retroactive Date; and
 3. notice of such **Governmental Claim** is given to the **Insurer** in accordance with the **Underlying Insurance**.

There shall be no retention applicable to **Governmental Claims**.

- B. The maximum aggregate Limit of Liability for Governmental Claims is \$25,000.00. This amount is the most the **Insurer** will pay, no matter how many **Governmental Claims** are made during the **Policy Period**, and shall be part of, and not in addition to the Limit of Liability stated in Item 3 of the Declarations.
- C. Solely with respect to the coverage provided by this Endorsement, the following definitions shall apply:
1. "**Governmental Claim**" means a **Claim** or investigation brought by any federal, state or municipal agency, insurance department, or other governmental or quasi-governmental authority, in any capacity, whether in its own right, on behalf of an individual or entity, or by an individual or entity on the agency's or authority's behalf.
 2. "**Wrongful Act**" means any actual or alleged negligent act, error or omission of an **Insured** arising solely from the **Insured's** rendering or failing to render Professional Services as defined by the **Underlying Insurance**.
 3. "**Claim**" means any written notice or demand for monetary relief; any civil proceeding in a court of law; or any administrative proceeding; made against any **Insured** seeking to hold such **Insured** responsible for damages for a **Wrongful Act** or Personal Injury. A **Claim** does not include criminal proceedings of any type, and, except for a **Governmental Claim**, any proceeding that seeks injunctive, declaratory, equitable or non-pecuniary relief or remedies of any type.
 4. "**Defense Expenses**" means reasonable and necessary legal fees and expenses incurred by the **Insurer** to defend the **Insureds**; and all other fees, costs, costs of Subpoenas or Appeal Bonds or similar undertakings (but without any obligation on the part of the **Insurer** to furnish such bonds) and expenses incurred by the **Insurer** resulting from the investigation, adjustment, defense and appeal of a **Claim**.

Defense Expenses does not include: any salary or loss of income; punitive or exemplary damages, the multiplied portion of any multiplied damage award, criminal or civil fines or penalties, or taxes of the **Insured**.

5. "**Loss**" means any monetary amount paid on account of an award, judgment or settlement, which the **Insured** is legally obligated to pay as a result of a **Claim**. However, **Loss** shall not include: **Defense Expenses**; any salary or loss of income; punitive or exemplary damages, the multiplied portion of any multiplied damage award, criminal or civil fines or penalties, or taxes of the **Insured**.

- D. The following additional exclusions shall apply, and the Policy shall be deemed amended to include the same:

This Policy shall not apply to any **Claim, Loss, or Defense Expenses** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. any **Claim** seeking, in whole or in part, the return of any commission, fee, cost or expense previously paid or retained, whether by way of restitution of specific funds or other return of commissions or fees or reimbursement of premiums.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF CANCELLATION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that paragraph (C) in Section VII is amended to read as follows:

- (C) The Insurer may cancel this Policy only for non-payment of premium, and only by delivering or mailing to the **Insured** written notice stating when, not less than < # > days after such notice, such cancellation will be effective. The delivery or mailing of such notice will be sufficient proof of notice, and this Policy will terminate at the date and hour specified in the notice.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF NON-RENEWAL

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that paragraph (E) in Section VII is amended to read as follows:

- (E) The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than < # > days prior to the expiration of the Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

SPECIFIC LIMIT, SEPARATE PRIOR & PENDING LITIGATION DATES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed:

This Policy shall not apply to any claim, loss, or **Defense Expenses** based on, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, situation, transaction, event or wrongful act underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding or investigation, of which any **Insured** had received written notice before the respective dates noted below:

Limit of Liability	Prior & Pending Date
First \$ < >	< >
\$ < > excess of \$ < >	< >

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RECOVERY OF DEFENSE EXPENSES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed as follows:

If this Policy provide provides coverage excess of the **Underlying Insurance** or as primary insurance, and the Insurer assumes the defense of a Claim, and it is ultimately determined the Insurer has no obligation to defend such **Claim**, then the Insurer will be entitled to full reimbursement of any **Defense Expenses** paid in connection with such Claim.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RECOVERY OF DEFENSE EXPENSES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed as follows:

If this Policy provide provides coverage excess of the **Underlying Insurance** or as primary insurance, and if **Defense Expenses** are paid or advanced on a current basis by the Insurer in connection with any Claim, and it is ultimately determined that the **Defense Expenses** paid or advanced by the Insurer are attributable to matters which are not covered under this Policy, then the Insurer will be entitled to full reimbursement of such **Defense Expenses**.

Nothing herein shall be construed to impose a duty to defend any **Insured** under the Policy upon the Insurer.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF CLAIMS AND CIRCUMSTANCES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed that Section VI(A) of the Policy is amended to read as follows:

- (A) any claim, or circumstance which could give rise to a claim, which is reported under any **Underlying Insurance**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ACCEPT COMPETITOR'S APPLICATION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

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

It is understood and agreed that the application for _____ Liability Insurance submitted to _____, and dated _____, 200__, by _____, the **Named Insured**, shall be treated as if it were submitted directly to Darwin Professional Underwriters, Inc. ("Darwin") and the Underwriter/Insurer identified in the Declarations, and Darwin and the Underwriter/Insurer identified in the Declarations shall succeed to the rights and interests of the insurer named in that application.

Such application will be treated as the **Application** for this Policy, and shall be on file and deemed to be attached to and form a part of the Policy, as if physically attached thereto.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND SECTION III(A)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

- (A) In consideration of the premium charged, it is hereby agreed that Section III. MAINTENANCE OF UNDERLYING INSURANCE, subsection (A), is amended to delete the last sentence beginning with, "Notwithstanding anything to the contrary ..."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

CANCELLATION OF POLICY

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the return premium of \$< >, it is hereby understood and agreed that this Policy is cancelled effective < DATE >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REDUCTION OF UNDERLYING INSURANCE BY UNDERLYING INSURERS AND/OR INSURED

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

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

1. Section I. INSURING AGREEMENT, is amended to read as follows:

“The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**.”

2. Section III. MAINTENANCE OF UNDERLYING INSURANCE, paragraph (A), is amended to read as follows:

“(A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers** and/or the **Insured**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**. Notwithstanding anything to the contrary in this Policy, all coverage under this Policy will be void from its inception in the event that any **Underlying Insurance** is rescinded by agreement or legal process for fraud or other material misrepresentation by the **Insured**.”

3. Section IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraphs (A) and (C), are amended to read as follows:

“(A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers** and/or the **Insured**.”

“(C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all

Underlying Insurance has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured.**"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

EXCESS FOLLOWING SPECIFIC FORM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding any terms and conditions to the contrary in this Policy or the **Underlying Insurance**, it is hereby agreed that coverage under this Policy will apply in conformance with the terms and conditions of, and any endorsements to, the < INSERT NAME OF FORM > form, issued by < INSERT CARRIER>, Policy Number < >, except with respect to Limits of Liability and Premium.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

NOT EXCESS OVER SUBLIMITED COVERAGES, RECOGNIZE EROSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

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

The coverage provided under this Policy will not apply excess over, nor conform to the terms and conditions of, any sublimited coverages in the **Primary Policy** or any other **Underlying Insurance**.

Provided, however, that this Policy shall recognize the erosion of the Limits of Liability of the **Underlying Insurance**, due to such sublimited coverage, when applicable.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

PRIOR NOTICE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRIER NAME>

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary contained in this Policy or the **Underlying Insurance**, no coverage will be available under this Policy for Loss in connection with any Claim based upon, arising out of, directly or indirectly resulting from any fact, circumstance, situation, transaction, event or Wrongful Act which, before the inception date of this Policy was the subject of any notice given under any other policy of <insert coverage type> or similar insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REDUCTION OF UNDERLYING INSURANCE BY UNDERLYING INSURERS AND/OR INSURED,
DELETE RESCISSION LANGUAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

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

1. Section I. INSURING AGREEMENT, is amended to read as follows:

“The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**.”

2. Section III. MAINTENANCE OF UNDERLYING INSURANCE, paragraph (A), is amended to read as follows:

“(A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers** and/or the **Insured**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**.”

3. Section IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraphs (A) and (C), are amended to read as follows:

“(A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers** and/or the **Insured**.”

“(C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

NONCONFORMANCE WITH UNDERLYING INSURANCE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

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

The coverage provided under this Policy will not conform to the following terms and conditions of, and/or endorsements to, the **Primary Policy** and any other **Underlying Insurance**, relating to the following:

1. Section I., subsection D., CLAIMS-MADE SEXUAL MISCONDUCT LIABILITY;
2. Section II., SUPPLEMENTAL PAYMENTS.

There will be no coverage under this Policy for loss or defense expenses from any Claims, or payments, for which coverage may be provided under the **Primary Policy** pursuant to the above-referenced Policy Sections; provided however that this Policy shall recognize the erosion of the Limits of Liability of the **Primary Policy** due to such payments, or due to loss or defense expenses from such Claims.

Coverage under this Policy will apply in conformance with all other terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>
ARKANSAS STATE AMENDATORY
(CANCELLATION/NON-RENEWAL)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed that Section VII. MODIFICIATION, CANCELLATION AND NON-RENEWAL is deleted and replaced as follows:

Cancellation by the Named Insured

The **Insured** may cancel this Policy by surrendering it to the **Insurer** or to any of the **Insurer's** authorized agents, or by mailing the **Insurer** written notice stating when thereafter the cancellation will be effective.

Cancellation by the Insurer – All Policies In Effect For 60 Days Or Less

The **Insurer** may cancel this policy by mailing to the **Insured** at the address shown in Item 1 of the Declarations written notice stating when, not less than 20 days thereafter, such cancellation will be effective. However, if the **Insured** has not paid a premium when due, the **Insurer** may cancel this Policy by mailing to the **Insured** at the address shown in Item 1 of the Declarations written notice stating when, not less than 10 days thereafter, such cancellation will be effective.

Cancellation by the Insured – All Policies in Effect For More Than 60 Days

If this Policy has been in effect for more than 60 days, or is a renewal of a Policy the **Insurer** issued, the **Insurer** may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

- (1) Nonpayment of premium.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) The **Insured** in obtaining this insurance; or
 - (b) The **Insured** in pursuing a claim under this Policy.
- (3) A substantial increase in any of the hazards insured against.
- (4) Any violation of local codes (such as local fire or building codes) with respect to any covered property or its occupancy that substantially increases any of the hazards insured against.
- (5) Nonpayment of membership dues required to issue or maintain the Policy.
- (6) A material violation by the **Named Insured** of a material provision of the Policy.

The **Insurer** will mail or deliver advance written notice of cancellation to the **Named Insured**, at the mailing address shown in the Policy at least 10 days before the effective date of cancellation if You have not paid a premium when due and at least 20 days before the effective date of cancellation for all other reasons.

The mailing of the notice as stated above will be sufficient proof of notice. The time of surrender or the effective date of cancellation stated in the notice will become the end of the **Policy Period**. Delivery of written notice will be the equivalent of mailing.

If the **Insured** cancels this Policy, the unearned premium will be computed in accordance with the customary short rate table and procedure. If the **Insurer** cancels, unearned premium will be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Non-Renewal

The Insurer has no obligation to renew this Policy upon its expiration. The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than sixty (60) days prior to the expiration of the Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

SERFF Tracking Number: WESA-125799362 *State:* Arkansas
Filing Company: Darwin Select Insurance Company *State Tracking Number:* \$0
Company Tracking Number: 2008-7001-F-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form
Project Name/Number: Submission of Commercial Excess Follow Form Product - Forms/2008-7001-F-AR

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125799362 State: Arkansas
Filing Company: Darwin Select Insurance Company State Tracking Number: \$0
Company Tracking Number: 2008-7001-F-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form
Project Name/Number: Submission of Commercial Excess Follow Form Product - Forms/2008-7001-F-AR

Supporting Document Schedules

Satisfied -Name: Arkansas L of A
Review Status: Accepted for Informational Purposes 09/10/2008

Comments:

Attached is the Arkansas L of A.

Attachment:

AR Letter of Auth.pdf

Satisfied -Name: Forms Listing
Review Status: Accepted for Informational Purposes 09/10/2008

Comments:

Attached is the forms listing.

Attachment:

Forms Listing.pdf

Satisfied -Name: AR Cover
Review Status: Accepted for Informational Purposes 09/10/2008

Comments:

Attached is the AR cover.

Attachment:

AR Letter.pdf



9 Farm Springs Road
Farmington, Connecticut 06032
www.darwinpro.com

April 22, 2008

Re: Darwin Select Insurance Company
NAIC #: 24319
FEIN #: 51-0331163
Letter of Authorization
Filing of Forms, Rates and Rules

I, Mark I. Rosen, am a duly appointed authorized officer of Darwin Select Insurance Company ("Darwin"). In accordance with the applicable statutes and regulations of your state, this letter authorizes Wesley Pohler and Westmont Associates, Inc. to act on Darwin's behalf for the purpose of filing Darwin's forms, rules and rates, and responding to any Insurance Department questions or comments in connection with such filing.

Sincerely,

Mark I. Rosen
Secretary

**DARWIN NATIONAL ASSURANCE COMPANY
COMMERCIAL EXCESS FOLLOW FORM PRODUCT
COUNTRYWIDE FORMS LISTING**

Form Number	Form Name
DRWN E2000 (6/2004)	Excess Insurance Policy
DRWN E2005 (2/2008)	Excess Insurance Policy Declarations
v1009 (7/2003)	Prior Notice Exclusion
v1108 (10/2007)	Run-Off Endorsement
v1124 (2/2004)	Additional Insured(s)
v1140 (3/2004)	Maintenance Deductible
v1183(4/2004)	Cancellation of Policy By the Insured
v1208 (6/2004)	Delete Coverage/Recognize Erosion
v1232 (9/2004)	Regulatory Claims Exclusion
v1251 (10/2004)	Additional Insured - Separate Retroactive Date
v1331 (12/2004)	Bad Faith Endorsement
v1332 (12/2004)	Intentional Breach of Authority Exclusion
v1359 (2/2005)	Retroactive Date
v1369 (2/2005)	Governmental Claims Coverage (Excess)
v1378 (3/2005)	Amend Notice of Cancellation
v1379 (3/2005)	Amend Notice of Non-renewal
v1386 (2/2008)	Specific Limit, Separate Prior and Pending Litigation Dates
v1419 (5/2005)	Recovery of Defense Expenses
v1420 (5/2005)	Recovery of Defense Expenses
v1626 (9/2005)	Amend Notice of Claims and Circumstances
v1676 (1/2006)	Accept Competitors Application
v1706 (2/2006)	Amend Section III(A)
v1710 (2/2006)	Cancellation of Policy

Form Number	Form Name
v1818 (10/2007)	Reduction of Underlying Insurance by Underlying Insurers and/or Insured
v1843 (10/2006)	Excess Following Specific Form
v1990 (5/2007)	Not Excess Over Sublimated Coverages, Recognize Erosion
v2101 (2/2008)	Prior Notice Exclusion
v2197 (1/2008)	Reduction of Underlying Insurance by Underlying Insurers and/or Insured, Delete Rescission Language
v2198 (1/2008)	Nonconformance with Underlying Insurance



September 2, 2008

Arkansas Department of Insurance
Property and Casualty Division
Form and Rate Filings Review

RE: **Darwin Select Insurance Company/ NAIC #24319**
Excess Liability - Follow Form
New Submission – Form Filing
Company Filing #: 2008-7001-F
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed please find attached Darwin Select Insurance Company's ("Darwin") Excess Liability – Follow Form submission for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on Darwin's behalf is enclosed.

Darwin is filing to introduce its Excess Liability – Follow Form product which will be used to provide insurance excess of underlying insurance on a follow form basis. This product can be written over various types of underlying Other Liability insurance coverages including, but not limited to, Directors and Officers Liability Insurance, Miscellaneous Professional Liability Insurance, Lawyers Professional Liability Insurance, Employment Practices Liability Insurance. The terms and conditions of coverage will apply in conformance with the underlying provisions of the followed policy unless endorsed or stated otherwise in the Excess Insurance Policy.

The rates to be used in coordination with the enclosed forms are EXEMPT from your filing requirements.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Wesley Pohler

Wesley Pohler
Assistant Vice President
wes@westmontlaw.com

Enclosures

cc: N. Stepanski
M. McDonald