

**Declarations**

**NOTICES:** THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. SUCH COVERAGE IS GENERALLY LIMITED TO LIABILITY FOR **CLAIMS** FIRST MADE AGAINST INSURED DURING THE **POLICY PERIOD** OR, IF APPLICABLE, ANY PROVISION FOR AN EXTENSION OF THE REPORTING PROVISIONS. COVERAGE UNDER THIS POLICY IS CONDITIONED UPON NOTICE BEING TIMELY PROVIDED TO THE **INSURER** AS REQUIRED BY THIS POLICY. PLEASE READ THIS POLICY CAREFULLY AND REVIEW ITS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

POLICY NUMBER:

1. **NAMED INSURED:**  
Named Insured Address:

2. **POLICY PERIOD:** Inception:  
Expiration:

The **Policy Period** incepts and expires as of 12:01 A.M. at the Named Insured Address.

3. **PREMIUM:** \$

4. **LIMIT OF LIABILITY:** \$

5. **INSURER:**

(a) Insurer: Certain Underwriters at Lloyd's of London

(a) Notice of **Claim** or circumstances:

By E-Mail: pcurley@kbrlaw.com  
By Mail: Paul T. Curley

(b) All other notices: Euclid Financial Institution Underwriters, LLC  
234 Spring Lake Drive  
Itasca IL 60143

6. Schedule of **Underlying Insurance**

Insurer	Policy Number	Limit of Liability

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed below by its President,  
Secretary or duly authorized representative.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## Excess Insurance Policy

### I. Insuring Agreement

The **Insurer** in consideration of the premium charged and in reliance upon all applications, documents and information provided or made available to it by or on behalf of the **Insured**, and subject to all of the terms, and conditions of the **Underlying Insurance** and this policy, including any endorsements, agrees with the **Insured** that the **Insurer** shall pay **Loss** arising from a **Claim** for a **Wrongful Act** first made during the **Policy Period** shown in Item 2 of the Declarations.

### II. Definitions

The following terms whenever set forth in boldface type in this policy, whether singular or in the plural, shall have the meaning indicated.

- A. **Insured** means any natural person or entity designated as insured in the **Underlying Insurance**.
- B. **Insurer** means the insurance company set forth in Item 5 of the Declarations
- C. **Policy Period** means the period of time from the inception date set forth in Item 2 of the Declarations to the earlier of the expiration date set forth in Item 2 of the Declarations or the effective date of cancellation of this policy. In the event of cancellation of this policy, the effective date of cancellation shall replace the expiration date in Item 2 of the Declarations.
- D. **Underlying Insurance** shall mean the policies and their respective limits of liability listed in the Schedule of **Underlying Insurance**.
- E. The terms **Wrongful Act**, **Loss** and **Claim** shall each have the same meaning as defined in the **Underlying Insurance**.

### III. Limits of Liability

- A. The **Insurer** shall be liable to pay **Loss** not exceeding the Limit of Liability shown in Item 4 of the Declarations, only after the limits of liability shown in the Schedule of **Underlying Insurance** have been exhausted by any combination of payments for **Loss** by:
  - 1. the insurer(s) constituting the **Underlying Insurance**,
  - 2. any **Insured** for any **Claims** not otherwise excluded by any of the **Underlying Insurance**, or
  - 3. any insurer not listed in the Schedule of **Underlying Insurance**, provided that such payments are for **Claim** not otherwise excluded by any of the **Underlying Insurance** and solely as a result of the financial insolvency of an insurer shown in the Schedule of **Underlying Insurance**.
- B. In the event of the reduction or exhaustion of the aggregate limits of liability of the **Underlying Insurance** by reason of **Loss** paid thereunder this policy shall, in the event of reduction, continue in force in excess of the remaining amount of **Underlying Insurance**. In the event of total exhaustion of the limits of liability shown in the Schedule of **Underlying Insurance**, this policy shall continue in force as primary insurance, excess of the retention or deductible amount set forth in the policy shown as primary in the Schedule of **Underlying Insurance** or as otherwise endorsed herein, which shall be applied to any subsequent **Loss**.

#### IV. Maintenance of Underlying Insurance

- A. Except as otherwise provided herein, including any endorsement attached to and made part of this policy, this policy is subject to the same terms, conditions, definitions, other provisions and endorsements set forth in the **Underlying Insurance** as each such policy has been represented to the **Insurer** as or to be issued, or as may be amended at a later time to restrict coverage. In the event of any conflicting terms or conditions contained in any of the **Underlying Insurance** this policy shall provide coverage in accordance with the terms and conditions of the latter of the policies listed in the Schedule of **Underlying Insurance** which contain such conflict. Any changes made to the **Underlying Insurance** to expand or broaden the scope of coverage shall only be effective as part of this policy upon written confirmation of acceptance by the **Insurer**.
- B. The **Underlying Insurance** shall be maintained in full effect while this policy is in force, except for any reduction of the limits of liability contained therein as provided for in Section III.B.above. Such maintenance shall be a condition precedent to the attachment of any liability of the **Insurer** under this policy. To the extent that any **Underlying Insurance** is not maintained in full effect while this policy is in force, the **Insured** shall be deemed to be self-insured for the amount of the limit of liability of the **Underlying Insurance**, which is not so maintained.

#### V. Notice

- A. The **Insured** shall provide notice to the **Insurer** at the address shown in item 5 (b) of the Declarations of any matter noticed to or required to be noticed pursuant to the insurer(s) constituting the **Underlying Insurance** and in accordance with the provisions of the **Underlying Insurance**.
- B. In addition to any matter that requires notice in accordance with the provisions of any **Underlying Insurance**, the **Insured** shall provide notice to the **Insurer** of the cancellation of or any changes to any **Underlying Insurance** subsequent to the inception date shown in Item 2 of the Declarations.