

Policy No.:
Renewal of Policy No.:

Admiral Insurance Company
(hereinafter called the Company)
c/o Berkley Medical Excess Underwriters
16305 Swingley Ridge Road, Suite 450, Chesterfield, MO 63017

FOLLOW FORM EXCESS LIABILITY INSURANCE

DECLARATIONS

1. **NAMED INSURED:** (Insert Name of **Insured**)
2. **ADDRESS:** (Insert Number, Street, City, State, Zip Code)
3. **POLICY PERIOD:** From: To:
(12:01 A.M. Standard Time)
4. **UNDERLYING INSURANCE:**
5. **COVERAGE:** Follow Form Excess Liability Insurance
6. **COMPANY'S LIMIT OF LIABILITY:**
A. \$ each **Loss Event**
B. \$ **Policy Period** Aggregate
7. **PREMIUM:** \$
8. **DISCOVERY PERIOD:**
(a) Additional Premium: of Premium indicated in Item. 7
(b) Additional Months:
9. **ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, OR MAIL AS SET FORTH BELOW:**

Admiral Insurance Company
c/o Claims Department
Berkley Medical Excess Underwriters, LLC
16305 Swingley Ridge Road, Suite 450
Chesterfield, MO 63017
Or
E-mail: claimservices@berkleymed.com

10. ENDORSEMENTS:

Refer to Schedule of Forms and Endorsements

Countersignature (in states where applicable)

Authorized Representative

SPECIMEN

The Declarations, together with the Schedule of Underlying, and applicable coverage forms and endorsements constitute the entire Policy. Terms that appear in bold faced type have special meaning and are defined in Section III. DEFINITIONS.

SPECIMEN

Follow Form Excess Liability Insurance

Schedule of Forms and Endorsements

This endorsement, effective
by Admiral Insurance Company.

forms a part of Policy No.

issued to

Forms and Endorsements forming a part of this Policy at time of issuance:

DESCRIPTION	FORM NUMBER AND EDITION DATE
Policy Jacket	
Declarations	
Follow Form Excess Liability Insurance Policy	
Endorsement No. 1	
Endorsement No. 2	
Endorsement No. 3	
Endorsement No. 4	
Endorsement No. 5	
Endorsement No. 6	
Endorsement No. 7	

All other terms, conditions, definitions, and exclusions of the Policy remain unchanged.

FOLLOW FORM EXCESS LIABILITY INSURANCE

CONTENTS

- I. INSURING AGREEMENT
- II. LIMITS OF LIABILITY
- III. DEFINITIONS
- IV. **UNDERLYING INSURANCE**
- V. CONDITIONS

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FOLLOW FORM EXCESS LIABILITY INSURANCE

Certain coverage afforded by this policy is claims-made and applies only to claims first made against the **Insured** during the policy in accordance with the provisions of this policy. Please read the policy carefully.

In consideration of the payment of premium and subject to the Insuring Agreements, Definitions, Conditions, Exclusions and other terms contained in this Policy and in reliance upon the statements made in the **Application** and the Declarations, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company agrees to provide the **Insured** with insurance excess of the **Underlying Insurance**, in accordance with the terms, conditions, definitions, limitations, exclusions and endorsements for claims first made against the **Insured** during the **Policy Period**. Subject to the terms and conditions of this Policy, coverage under this Policy will be applied in accordance with the terms and conditions of the **Primary Policy**. In no event will coverage under this Policy be broader than the coverage under any **Underlying Insurance**.

II. LIMIT OF LIABILITY

The Limit of Liability set forth in Item. 6 of the Declarations is the most the Company will pay under this Policy for all covered loss, regardless of the number of claims, losses or **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard to any claim or loss arises or is established. Defense expenses are part of, and not in addition to, the Limit of Liability set forth in Item. 6 of the Declarations, and will reduce the Limit of Liability.

III. DEFINITIONS

- A. **Application** means the application for insurance submitted to the Company, including any attachments or material submitted in connection or support of that application.
- B. **Insured** has the meaning defined in the **Primary Policy**.
- C. **Named Insured** means the entity or entities named in Item 1. of the Declarations and any other entity that qualifies as a **Named Insured** in the **Underlying Insurance**.
- D. **Policy Period** means the period from the inception date to the expiration date set forth in Item 3. of the Declarations. In no event will the **Policy Period** continue past the expiration date or cancellation date of this Policy.
- E. **Primary Policy** means the policy set forth in Item. 4 of the Declarations.
- F. **Underlying Insurance** means all policies, including the **Primary Policy**, set forth in Item. 4 of the Declarations.
- G. **Underlying Limits** means the combined limits of liability of the **Underlying Insurance** set forth in Item 4. of the Declarations.

IV. UNDERLYING INSURANCE

The Company is only liable to make payment under this Policy after the total amount of all **Underlying Limits** has been paid by the issuers of all **Underlying Insurance**, any **Insured**, or any other entity as covered loss thereunder, and any applicable retention or deductible has been paid by the **Insured** under the **Primary Policy**.

In the event of the reduction or exhaustion of the total amount of all **Underlying Limits** by reason of the payment by the issuers of the **Underlying Insurance**, any **Insured**, or any other entity of covered loss, this Policy will:

- A. In the event of such reduction, pay covered loss excess of the reduced amount of such **Underlying Limits** such amount not to exceed the Excess Policy Limit of Liability set forth in Item 6. of the Declarations Page; or
- B. In the event of such exhaustion, continue in force as primary insurance, provided, that this Policy will only pay covered loss excess over any retention or deductible amount otherwise applicable under the **Primary Policy**, such amount not to exceed the remaining Policy limit of liability set forth in Item 6. of the Declarations.
- C. This Policy will drop down only in the event of reduction or exhaustion of the **Underlying Insurance** as described above, and will not drop down for any other reason including the uncollectability or nonpayment, in whole or in part, of any **Underlying Insurance**. The risk of uncollectability of any **Underlying Insurance**, in whole or in part, whether because of financial impairment or insolvency of any issuer of **Underlying Insurance** or any other reason, is expressly retained by the **Insured** and is not in any way, or under any circumstances, insured or assumed by the **Company**.
- D. Any claim or loss that is subject to a sublimit (which may be called a reduced limit, or similar term in the **Primary Policy**) under the **Primary Policy** will not be considered covered loss under this Policy, but, for the purposes of this Policy, will reduce or exhaust the **Underlying Limits** to the extent such payment reduces or exhausts the aggregate limit of the **Primary Policy**.

V. CONDITIONS

A. Discovery Period

The **Insured** shall be entitled to a Discovery Period (which may also be called an extended reporting period, or such similar term, in the **Primary Policy**) pursuant to the terms and conditions in the **Primary Policy** and as set forth in Item 8. of the Declarations. Such Discovery Period is not available unless the **Insured** has elected the Discovery Period in all **Underlying Insurance**.

B. Modification, Cancellation and Non-Renewal

1. No modification of the Policy will be effective unless made by an endorsement issued by the Company.
2. The **Insured** may cancel this Policy prior to the expiration date set forth in Item 3. of the Declarations by mailing to the Company written notice stating when cancellation will be effective. Premium will be returned on a pro rata basis.
3. The Company 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, and 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.

4. The Company has no obligation to renew this Policy upon its expiration. If the Company 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.

C. Non-Accumulation of Liability

The Excess Limit of Liability set forth in Item 6. of the Declarations shall not be cumulative regardless of the number of periods this Policy has been in force, the number of renewals of this Policy by the Company, any extensions of the **Policy Period** of the Policy as set forth in Item 3. of the Declarations by the Company, any election of discovery period, the number of and the amount of premiums paid by the **Insured(s)**, the number of insured events or losses, or the number of periods of this policy in which the acts giving rise to an insured event or loss were committed or occurred.

D. Notice

As a condition precedent to exercising rights under this Policy, the **Insured** must give the Company written notice of any claim or loss in the same time and manner required by the **Primary Policy**. Notice given to any issuer of **Underlying Insurance** will not constitute notice under this **Policy**. All notices must be sent to the Company by email or mail at the address set forth in Item. 9. of the Declarations.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its President and Secretary, but this Policy shall not be valid unless completed by the attachment hereto of a Declarations, Schedule of Underlying, applicable Coverage Forms and Endorsements and countersigned on the aforesaid Declarations by a duly authorized representative of the Company.