

EXCESS INSURANCE POLICY DECLARATIONS

The Insurer New York Marine And General Insurance Company 107 Greenwich Street, 16 th Floor New York, NY 10006	Producer
Policy Number	

**ITEM 1. Named Insured
 Mailing Address**

ITEM 2. Policy Period: From _____ To: _____
(Policy incepts and expires at 12:01 a.m. local time at the address shown in Item 1. above.)

ITEM 3. Aggregate Limit of Liability

\$ _____ (maximum aggregate Limit of Liability under this Policy).

**ITEM 4. Aggregate Limit of Liability of the Underlying Insurance (including Primary Policy) (the
 "Underlying Limit")**

\$ _____

ITEM 5. Primary Policy

Primary Insurer	Policy No.	Limit of Liability	Retention/Attachment	Policy Period

ITEM 6. Premium
Policy Premium: \$ _____ * Premium includes TRIA

ITEM 7. Notice to the Insurer

Notice of Claim or Potential Claim

Email: claims@coactionspecialty.com
Phone: 1-800-774-2755

All Other Notices

New York Marine and General Insurance Company
412 Mt. Kemble Avenue, Suite 300C
Morristown, NJ 07960

ITEM 8. Forms and Endorsements Effective at Inception:

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED APPLICATION AND THE POLICY ATTACHED AND ANY ENDORSEMENT(S), SHALL CONSTITUTE THE ABOVE-NUMBERED INSURANCE POLICY.

UNLESS OTHERWISE PROVIDED IN THE PRIMARY POLICY, THIS IS A CLAIMS-MADE POLICY WHICH COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF EXERCISED. DEFENSE COSTS ARE WITHIN THE LIMITS AND SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. PLEASE READ AND REVIEW THIS POLICY CAREFULLY.

In consideration of the premium charged, the Insurer and the insureds agree as follows:

- I. Follow Form.** This policy (the "Policy") shall provide coverage in accordance with the terms, conditions, exclusions, and limitations of the Primary Policy identified in ITEM 5 of the Declarations of this Policy (the "Primary Policy") except as otherwise provided herein.
- II. Attachment.** Coverage shall apply in excess of the Underlying Limit shown in ITEM 4. of the Declarations and shall attach only after the exhaustion of the Underlying Limit and any applicable retention due to payment of Loss (as defined in the Primary Policy) by the insurers of the Underlying Limit, the Named Insured, any excess/difference in conditions ("DIC") insurer, and/or any other source. In the event of exhaustion of the Underlying Limit, this Policy shall continue in force as primary insurance, subject to all applicable retentions of the Primary Policy.
- III. Limits of Liability.** The Aggregate Limit of Liability shown in ITEM 3. of the Declarations is the aggregate limit of liability for this Policy and the maximum amount payable under this Policy. This Policy shall not follow form to any coverage to which a sublimit of liability within the Primary Policy or any policy of the insurers of the Underlying Limit, applies, but payment of any such sublimit of coverage by any source shall be recognized toward the reduction or exhaustion of the Underlying Limits.
- IV. Modification of Primary Policy.** This Policy shall not follow form to any modification of the Primary Policy after its inception unless such modification is consented to in writing by the Insurer, such consent not to be unreasonably withheld.
- V. Notice.** The insureds shall give the Insurer notice of claims or other matters in the same manner as required or permitted by the terms and conditions of the Primary Policy. Such notice shall be provided to the Insurer at the address referenced in Item 7 of the Declarations. Notice to an Insurer of the Primary Policy is not notice to the Insurer.
- VI. Reliance.** The Insurer has issued this Policy in reliance of the completeness and accuracy of the applications, statements, any attachments thereto, and any other materials submitted in connection with this Policy, all of which are deemed attached hereto and made a part of this Policy.