THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS MADE/EXTENDED REPORTING PROVISION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

Insofar as any policy or policies scheduled as “underlying insurance(s)” on this policy provide coverage on a claims made basis, this insurance is amended as follows:

SECTION VII – EXTENDED REPORTING PERIODS

We may provide one or more of the Extended Reporting Periods described below, if:

1. This policy is cancelled by you, or cancelled or not renewed by us for any reasons other than non-payment of premium or your failure to comply with any of the terms and conditions of this policy; or

2. We renew or replace this policy with insurance that:
   a. Has a Retroactive Date later than the date shown in this endorsement; or
   b. Does not apply to bodily injury, property damage, personal injury, or advertising injury on a claims made basis.

3. You purchase the Extended Reporting Period from the underlying insurer.

Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. A claim first made in writing during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for:

1. Bodily injury and property damage that commenced before the end of the policy period but not before the Retroactive Date shown in this endorsement; or
2. Personal injury and advertising injury caused by an offense committed before the end of the policy period but not before the Retroactive Date shown in this endorsement.

The Extended Reporting Periods will be set forth as follows:

1. The Basic Extended Reporting Period will apply for a period of thirty (30) days commencing at the end of this policy period or date of cancellation whichever is first, if no insurance you purchase to replace this policy applies to the claims, or would apply but for exhaustion of the applicable limits of insurance. This period does not increase or reinstate the Limits of Insurance. There is no additional premium charge for the Basic Extended Reporting Period.

2. If you elect to purchase a Supplemental Extended Reporting Period from the underlying insurer(s), we may also provide a Supplemental Extended Reporting Period for an additional time period to be determined by us and for an additional premium to be determined prior to commencement of the Supplemental Extended Reporting Period. This optional reporting period will commence at the earlier of the policy’s expiration or
cancellation date. We will issue the Supplemental Extended Reporting Period endorsement if you:

a. Make written request and we receive it within thirty (30) days after the end of the policy period or effective date of cancellation of the policy; and
b. You pay the additional premium within thirty (30) days of said request. The Supplemental Extended Reporting Period will not take effect unless this additional premium is paid when due. If the premium is paid as agreed, then the endorsement may not be cancelled.

3. If we provide an Extended Reporting Period, SECTION VI. 2) Other Insurance, is amended so this insurance will be excess over any other valid and collectible insurance available to the Insured whether primary, excess, contingent, or on any other basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

RETROACTIVE DATE:

If the Retroactive date above is left blank, then the Retroactive date will be the inception date of this policy as shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.