

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

IMPORTANT NOTICE TO COLORADO POLICYHOLDERS REGARDING CLAIMS-MADE POLICIES

SECUREXCESS POLICY

THIS DISCLOSURE FORM IS NOT A PART OF YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF THIS POLICY. PLEASE READ YOUR POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

EXCEPT AS SPECIFICALLY SET FORTH IN THE POLICY, THIS POLICY PROVIDES EXCESS COVERAGE IN CONFORMANCE WITH THE PROVISIONS OF THE APPLICABLE PRIMARY POLICY AND, TO THE EXTENT COVERAGE IS FURTHER LIMITED OR RESTRICTED THEREBY, WITH ANY OTHER APPLICABLE UNDERLYING INSURANCE. THIS POLICY SHALL PROVIDE CLAIMS-MADE COVERAGE TO THE EXTENT OF, AND IN CONFORMANCE WITH, THE PROVISIONS OF THE APPLICABLE PRIMARY POLICY AND, TO THE EXTENT COVERAGE IS FURTHER LIMITED OR RESTRICTED THEREBY, WITH ANY OTHER APPLICABLE UNDERLYING INSURANCE.

DEFINITIONS

1. **Claim(s)** means the event(s) which take place during the **Policy Period** and which trigger(s) coverage under the insuring agreement(s) of the **Underlying Insurance**.
2. "Claims-made coverage" means an insurance policy that provides coverage only if a **Claim** is made during the **Policy Period** or any applicable extended reporting period. A **Claim** made during the **Policy Period** could be charged against a claims-made policy even if the act, error or omission giving rise to the **Claim** occurred many years prior to the **Policy Period**. If a claims-made policy has a retroactive date, however, an occurrence prior to that date is not covered.
3. "Occurrence coverage" means an insurance policy that provides liability coverage only for injury or damage that occurs during the policy term, regardless of when the **Claim** is actually made. A **Claim** made in the current policy year of an occurrence policy could be charged against a prior policy year, or may not be covered, if it arises from an occurrence prior to the effective date.

YOUR POLICY

Your Policy is an excess policy. It provides the **Insureds** with insurance during the **Policy Period** excess of all applicable **Underlying Insurance**. Except as specifically set forth in the provisions of this Policy, the insurance afforded hereunder shall apply in conformance with the provisions of the applicable **Primary Policy** and, to the extent coverage is further limited or restricted thereby, to any other applicable **Underlying Insurance**. In no event shall this Policy grant broader coverage than would be provided by the most restrictive policy constituting part of the applicable **Underlying Insurance**.

The insurance afforded under this Policy shall apply only after all applicable **Underlying Insurance** with respect to an **Insurance Product** has been exhausted by actual payment under such **Underlying Insurance**, and shall only pay excess of any retention or deductible amounts provided in the **Primary Policy** and other exhausted **Underlying Insurance**.

PRINCIPAL BENEFITS

The principal benefits and coverages are explained in detail in your Policy. Please read it carefully and consult your insurance producer about any questions you might have.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS

Your Policy contains certain exceptions, reductions and limitations. Please read them carefully and consult your insurance producer about any questions you might have.

RENEWALS AND EXTENDED REPORTING PERIODS

It is important for you to be certain that no gaps occur in your insurance coverage when policies are renewed or replaced. These gaps can occur in several ways, especially where a claims-made policy replaces an occurrence policy, or vice versa, or where a replacement policy provides for a retroactive date. Below we set forth some of the most common causes of gaps in insurance coverage:

1. If you switch from an occurrence policy to a claims-made policy, the coverage afforded by the new claims-made policy should begin to cover claims made immediately upon the expiration of the occurrence policy. This means that the retroactive date, if any, of the replacement policy should be no later than the expiration date of the occurrence policy.
2. When replacing a claims-made policy with another claims-made policy, you should consider the following:
 - a. The retroactive date in the replacement policy, if any, should extend far enough back in time to cover any events with long periods of liability exposure, or
 - b. If the retroactive date in the replacement claims-made policy does not extend far enough back in time to cover events with long periods of liability exposure, you should consider purchasing extended reporting period coverage under the old claims-made policy.
3. In the event that you replace a claims-made policy with an occurrence policy, the occurrence policy will not cover a **Claim** arising out of an act, error or omission occurring during the **Policy Period** of this claims-made Policy and you may not have coverage for such a **Claim** unless you have purchased the Extended Reporting Period. The extended reporting period coverage must be offered to you by law for at least one year after the expiration of the claims-made policy at a premium not to exceed 200% of your last policy premium.

IN THE EVENT THE PRIMARY POLICY OR ANY APPLICABLE UNDERLYING INSURANCE PROVIDES CLAIMS-MADE COVERAGE, CAREFULLY REVIEW THE AVAILABILITY OF EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED REPORTING PERIOD COVERAGE.