

**U.S. SPECIALTY INSURANCE COMPANY**  
**EXCESS CRIME POLICY**

In consideration of the payment of the premium, and in reliance upon all statements made and information furnished to the Insurer and the issuers of the **Underlying Insurance**, and subject to the Declarations and all terms, conditions and limitations of this Policy (including any endorsement or rider hereto), the Insurer and the **Insureds** agree as follows:

**INSURING AGREEMENT:** The Insurer shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Insurance**. Coverage under this Policy shall attach only after all of the Single Loss Limit(s) of Liability or Aggregate Limit(s) of Liability, as applicable, of the **Underlying Insurance** have been exhausted by the actual payment of loss(es) thereunder. Except as otherwise provided in this Policy, coverage hereunder shall apply in conformance with the terms, conditions and limitations of the **Primary Policy** (including any endorsement or rider thereto); in no event, however, shall coverage under this Policy be broader than coverage under any policy of **Underlying Insurance**.

**DEFINITIONS**

- A. **Insured(s)** means the organization(s) designated as an insured under the **Primary Policy**.
- B. **Policy Period** means the period set forth in ITEM 2 of the Declarations, subject to prior termination or cancellation in accordance with the provisions of the **Primary Policy**.
- C. **Primary Policy** means the policy designated as such in ITEM 4 of the Declarations.
- D. **Underlying Insurance** means all policies scheduled in ITEM 4 of the Declarations.

**CONDITIONS**

- A. Maintenance of Underlying Insurance
  - 1. The **Underlying Insurance** shall be maintained during the **Policy Period** in full effect except for reduction or exhaustion of the Limit(s) of Liability of the **Underlying Insurance** as a result of actual payments thereunder. In the event a policy of **Underlying Insurance** is not so maintained, the Insurer shall not be liable under this Policy earlier or to any greater extent than it would have been if such policy had been maintained. The Insurer shall be notified in writing as soon as practicable if any **Underlying Insurance** is terminated or cancelled during the **Policy Period**.
  - 2. No amendment to the **Underlying Insurance** during the **Policy Period** shall broaden or extend coverage under this Policy unless the Insurer evidences its intent to follow form to such amendment by written endorsement or rider hereto. The Insurer shall be notified in writing as soon as practicable of any amendment to the **Underlying Insurance** and any additional or return premium charged or allowed in connection with the **Underlying Insurance**.
- B. Reduction or Exhaustion of Underlying Limits
  - 1. In the event of reduction of the applicable Limit(s) of Liability of the **Underlying Insurance**, this Policy shall continue to apply as excess insurance. In the event of exhaustion of all applicable Limit(s) of Liability of the **Underlying Insurance**, and satisfaction of the applicable deductible specified in the **Primary Policy**, this Policy shall apply as primary insurance. Such deductible shall apply to subsequent loss under this Policy.
  - 2. The risk of uncollectibility of any **Underlying Insurance**, in whole or in part, is expressly retained by the **Insureds**. If an issuer of a policy of **Underlying Insurance** fails to pay covered loss thereunder for any reason, whether due to such issuer's insolvency or for any other reason, the **Insureds** shall be deemed self-insured with respect to such loss. No failure to pay on the part of an issuer of **Underlying Insurance** shall cause the Insurer to be liable under this Policy earlier or to any greater extent than it would have been in the absence of such failure.
- C. Limits of Liability: The amount set forth in ITEM 3(a) of the Declarations shall be the Insurer's maximum liability under this Policy for any one loss; the amount set forth in ITEM 3(b) of the Declarations shall be the Insurer's maximum aggregate liability for all amounts payable under this Policy, regardless of the number of losses or any other circumstance.
- D. Notice and Proof of Loss: As a condition precedent to coverage under this Policy, the **Insureds** must give the Insurer written notice of any loss and proof of loss in the same manner as required under the **Primary Policy**, except that such notice and proof of loss must be sent to the Insurer at the address set forth in ITEM 6 of the Declarations.
- E. Amendment: This Policy cannot be amended or assigned, and no provision of it may be waived, except by written endorsement or rider issued to form a part of this Policy.