

OLD REPUBLIC INSURANCE COMPANY

EXCESS FLEX™ - MULTIPLE COVERAGE PARTS ENDORSEMENT SINGLE CARRIER

Coverage Schedule

Coverage Part	Underlying Policies' Coverage Part Limits of Liability	This Policy's Coverage Part Limit of Liability	Pending or Prior Date

It is understood and agreed:

1. Section I. of this Policy, Insuring Agreement, is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT

- A.** Except as otherwise stated in this Policy, the Insurer shall provide the **Insureds** with insurance in accordance with the terms, conditions, warranties, and exclusions set forth in the **Primary Policy** for each of the **Coverage Parts** thereof which are listed in the above **Coverage Schedule**, including without limitation terms, conditions, warranties and exclusions in the **Primary Policy's** General Terms and Conditions which apply to each such **Coverage Part**. If the **Primary Policy** or any other **Underlying Policy** affords coverage pursuant to a Coverage Part which is in the **Primary Policy** but which is not listed in the above **Coverage Schedule**, this Policy shall not follow or afford coverage in accordance with such Coverage Part, but any **Loss** paid under the **Primary Policy** or other **Underlying Policies** by reason of such Coverage Part shall reduce or exhaust the **Aggregate Underlying Limit** for purposes of this Policy.

- B.** Liability shall attach to the Insurer with respect to coverage afforded by any **Coverage Part** only after the insurers of the **Underlying Policies**, the **Insureds**, any excess "difference-in-conditions" insurer or any other source pay in legal currency loss covered by reason of such **Coverage Part** equal to the lesser of (i) the total of all unexhausted limits of liability applicable to such **Coverage Part** under all **Underlying Policies**, as listed in the **Coverage Schedule**, or (ii) the unexhausted **Aggregate Underlying Limit**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement is a part of the Policy and takes effect at the inception of the Policy, unless another effective date is shown below.

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- C. The Insurer's maximum liability for all **Loss** covered by reason of a **Coverage Part** shall not exceed this Policy's limit of liability for such **Coverage Part** as set forth in the **Coverage Schedule**, provided that the Insurer's maximum aggregate liability for all **Loss** covered under all **Coverage Parts** combined shall not exceed the aggregate Limit of Liability as stated in Item 3. of the Declarations. Each **Coverage Part** limit of liability shall be part of and not in addition to the aggregate Limit of Liability as stated in Item 3. of the Declarations.
2. Coverage under this Policy by reason of any **Coverage Part** shall be in accordance with and subject to the terms of the Pending or Prior Litigation exclusion (if any) in such **Coverage Part** in the **Primary Policy**, except that the applicable date for any such exclusion in a **Coverage Part** shall be the Pending or Prior Date for such **Coverage Part** as set forth in the **Coverage Schedule**.
3. Definition E. **Underlying Limit**, in Section III. of the Policy is amended as follows:
- E. **Underlying Limit** is amended to read "**Aggregate Underlying Limit**," which means an amount equal to the total aggregate limits of liability of all **Underlying Policies**, as set forth in Item 4. of the Declarations, plus any applicable retention or deductible under the **Underlying Policies**.

The following Definitions are added to Section III of the Policy:

Coverage Part means each of the Coverage Parts in the **Primary Policy** which are listed in the **Coverage Schedule**.

Coverage Schedule means the Schedule set forth at the beginning of this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement is a part of the Policy and takes effect at the inception of the Policy, unless another effective date is shown below.

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