

# OLD REPUBLIC INSURANCE COMPANY

## EXCESS FLEX™ - MULTIPLE COVERAGES ENDORSEMENT MULTIPLE MONOLINE CARRIERS

### Coverage Schedule

Coverage	Primary Policy	Other Underlying Policies	Coverage Underlying Limit	This Policy's Coverage 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 respective **Primary Policy** listed in the above **Coverage Schedule**.
- B.** Liability shall attach to the Insurer with respect to **Coverage** afforded by any **Primary Policy** only after the insurers of such **Primary Policy** and the other **Underlying Policies** for such **Coverage**, the **Insureds**, any excess "difference-in-conditions" insurer or any other source pay in legal currency loss covered by reason of such **Primary Policy** equal to the unexhausted **Coverage Underlying Limit** for such **Coverage**.
- C.** The Insurer's maximum liability for all **Loss** covered by reason of each **Primary Policy** shall not exceed this Policy's limit of liability for such **Coverage** as set forth in the **Coverage Schedule**, provided that the Insurer's maximum aggregate liability for all **Loss** covered under all **Coverages** combined shall not exceed the aggregate Limit of Liability as stated in Item 3. of the Declarations. Each **Coverage** 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.

**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.

Endorsement No.	Policy No.	Issued To	Effective Date Of This Endorsement

# OLD REPUBLIC INSURANCE COMPANY

2. **Coverage** under this Policy by reason of any **Primary Policy** shall be in accordance with and subject to the terms of the Pending or Prior Litigation exclusion (if any) in such **Primary Policy**, except that the applicable date for any such exclusion in a **Primary Policy** shall be the Pending or Prior Date for such **Coverage** as set forth in the **Coverage Schedule**.
3. The following Definitions in Section III. of the Policy are amended to read as follows:
  - B. **Primary Policy** and **Underlying Policies** for each **Coverage** means the respective policies designated as such in the **Coverage Schedule**.
  - E. **Underlying Limit** means the **Coverage Underlying Limit**.

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

**Coverage** means each of the types of coverage described in the **Coverage Schedule** afforded by the respective **Primary Policy**.

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

**Coverage Underlying Limit** means the amount designated as such in the **Coverage Schedule** for each respective **Coverage**.

**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.

Endorsement No.	Policy No.	Issued To	Effective Date Of This Endorsement