

## Excess Only Coverage for Retired Design Professionals Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that each of the Insuring Agreements and Additional Coverages of this Policy shall only apply on an excess basis, as follows:

- (1) For any **Claim** falling, in whole or in part, within the coverage of the insuring agreement of any **Underlying Insurance**, and notwithstanding whether coverage of you under such **Underlying Insurance** is limited, declined or unavailable by reason of any other terms of such insurance (including but not limited to the exclusions, endorsements, conditions, or limits of liability of such insurance), then each of the Insuring Agreements and Additional Coverages of this Policy shall only apply excess of such **Underlying Insurance**.

- (a) Furthermore, for such a **Claim**, each of the Insuring Agreements and Additional Coverages of this Policy is modified by and subject to the following, which shall supersede the terms of the Insuring Agreement or Additional Coverage in the event of any conflict:

This Policy is excess to all applicable limits of all **Underlying Insurance** and effective only after all such limits have been exhausted by actual payments on amounts owed by such **Underlying Insurance**. Coverage under this Policy shall only be available to the extent coverage was available to you pursuant to the entirety of the provisions of any **Underlying Insurance**, and such available coverage shall further be subject to all limiting terms of this Policy (including but not limited to the insuring agreements, exclusions, endorsements, limitations in definitions, conditions, and limits of liability of this Policy). In no event shall this Policy provide coverage not available to you under any **Underlying Insurance**.

- (b) Furthermore, for such a **Claim**, Section VII. Conditions, C. Defense, Cooperation and Settlement, Paragraph 1, is deleted and replaced with the following:

1. We have the right but not the duty to defend any **Claim** made against you to which this insurance applies. We will pay **Claim Expenses** when we exercise this right. When a **Claim** made against you is a civil proceeding, defense counsel may be designated by us, or, at our option, designated by you with our prior written consent and subject to our guidelines. All **Insureds** shall cooperate with us or our designee in the defense or investigation of a **Circumstance** or **Claim**, including but not limited to assisting us in the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to you. You shall attend hearings, depositions and trials and assist in securing evidence and obtaining the attendance of witnesses.

- (2) For any **Claim** to which Section (1) above does not apply, each of the Insuring Agreements and Additional Coverages of this Policy shall only apply excess of the Deductible.

For purposes of this endorsement, "**Underlying Insurance**" means any and all other liability insurance for which you are an insured.

Further, Section VI. Definitions, Definition P. Insured, is deleted and replaced with the following:

P. **Insured** means the following:

1. The Named **Insured** designated in Item 1 of the Declarations, or by Endorsement to this Policy;
2. Your estate, heirs, executors, administrators, and legal representatives, in the event of your death, disability, incapacity, insolvency, or bankruptcy, but only to the extent you would have otherwise been provided coverage under this Policy; and
3. Your lawful spouse or legally recognized domestic partner solely by reason of their legal status, or their ownership interest in property or assets that are sought as recovery. This shall not apply to the extent a **Claim** alleges any **Wrongful Act** by such spouse or legally recognized domestic partner.

It is further agreed Section VII. Conditions I. Other Insurance is deleted and replaced with the following:

- I. Subject to the other terms of this Endorsement, if there is other insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

SPECIMEN