

## ***Aggregate Accommodation Endorsement***

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This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

### **AGGREGATE ACCOMMODATION OPTION**

In consideration for the additional premium shown in the Schedule of Excess Loss Coverage, the Company will provide Aggregate Accommodation payments subject to all the terms, conditions, limitations, exclusions, and definitions included in the Policy and this Aggregate Accommodation Endorsement. The Effective Date of this Endorsement will coincide with the Effective Date of the Insured's Excess Loss Insurance, and will continue in full force and effect for the duration of that Policy Period.

**Aggregate Accommodation Payment** If the Losses (determined on the same basis as under the Aggregate Excess Loss Insurance) exceed the Accumulated Accommodation Point by more than \$5,000 at the end of any month during the Policy Period, the Company will provide to the Insured an Aggregate Accommodation, if requested. No Aggregate Accommodation may be requested after the end of the eleventh month of the Policy Period.

For purposes of this Endorsement:

“Accumulated Accommodation Point” means the sum of the Monthly Aggregate Deductibles for each of the months commencing with the first month of the Policy Period and ending with the month during the same Policy Period for which the Accumulated Accommodation Point is to be determined. The Accumulated Accommodation Point at the end of any month shall not be less than the Minimum Annual Aggregate Deductible times the proportionate part of the Policy Period elapsed at the end of the month.

“Aggregate Accommodation Outstanding” means the sum of all Aggregate Accommodation payments made to the Insured during the Policy Period, minus any repayment by the Insured of such Aggregate Accommodation payments during the Policy Period.

The Aggregate Accommodation payment will be equal to the Aggregate Percentage Reimbursable times the amount by which Losses exceed the Accumulated Accommodation Point (subject to the Maximum Aggregate Benefit); however, the Aggregate Accommodation payment is reduced by any Aggregate Accommodation Outstanding.

An Aggregate Accommodation Outstanding at the end of the Policy Period shall be deducted from any amount otherwise payable under Aggregate Excess Loss Insurance.

An Aggregate Accommodation is not an advance on any eligible expenses yet to be Paid by the Insured.

- A. **Availability** An Aggregate Accommodation will be available to the Insured only if:
1. all premium payments due for Specific and Aggregate Excess Loss Insurance have been received up to and including the month in which the Aggregate Accommodation is requested; and
  2. the Insured has Paid all claims for eligible expenses under the Plan; and
  3. all claims have been reported as required.
- B. **Audits** Prior to releasing any Aggregate Accommodation payment, the Company reserves the right to:
1. audit the Losses calculation; or
  2. have such an audit done by a third party auditor, if the Company deems necessary.
- C. **Repayment** If at any time the Insured's Losses under the Aggregate Excess Loss Insurance are less than the sum of the Accumulated Accommodation Point plus any Aggregate Accommodation Outstanding, the Insured must promptly make repayment to the Company equal to the lesser of:
1. the amount by which the sum of the Accumulated Accommodation Point plus the Aggregate Accommodation Outstanding exceeds the Insured's Losses under the Aggregate Excess Loss Insurance; or
  2. the full amount of the Aggregate Accommodation Outstanding.

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If the Policy terminates before the end of the Policy Period, the Insured will immediately repay all Aggregate Accommodation payments on the date the Insured's coverage terminates.

The Company will have preference over all other claimants for the return of any Aggregate Accommodation payment. Further, the Insured will be liable for all costs and expenses (including reasonable attorney fees) incurred by the Company in the collection of any Aggregate Accommodation payment outstanding. If the Insured fails to make repayment when due, the Company, at its option, may:

- i. deduct the outstanding payment due from any reimbursement due under Specific or Aggregate Excess Loss Insurance; or
- ii. terminate this Endorsement, or at the Company's option, terminate the Excess Loss Insurance Policy.

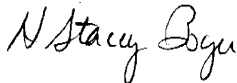
At the end of the Policy Period, the Insured's repayment obligation to the Company will equal the amount of any Aggregate Accommodation Outstanding less the amount by which the Insured's Losses under the Aggregate Excess Loss Insurance exceed the Annual Aggregate Deductible. A final repayment of any balance due must be made within thirty (30) days of the end of the Policy Period.


- D. **Termination of the Aggregate Accommodation Endorsement** If the Insured fails to make repayment within the specified periods this Aggregate Accommodation Endorsement will terminate automatically for the remainder of the Policy Period.

If eligible Covered Expenses have not been properly Paid, the Company has the right to terminate this Aggregate Accommodation Endorsement.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.

  
Secretary

  
President

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