



**AMENDATORY ENDORSEMENT - ALASKA
(General Terms and Conditions)**

In consideration of the premium, the General Terms and Conditions is amended as follows:

- I. The definition of **application** set forth in Section III, Definitions is deleted and replaced with the following:

Application means all signed applications, including the representations and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

- II. Section XI, Application is deleted and replaced with the following:

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, we reserve the right to cancel this policy.

- III. Section XVI, Other Insurance or Risk Transfer Arrangements is deleted and replaced with the following:

This insurance is primary. Our obligations are not affected unless any other insurance or risk transfer instrument is also primary. If so, we will share with that other insurance or risk transfer instrument. A risk transfer instrument includes but is not limited to self-insured retentions, deductibles, indemnification agreements, trust agreements, or other alternative arrangements which apply to the loss.

If the other insurance or risk transfer instrument permits contribution by equal shares, we will follow this method as well. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If the other insurance or risk transfer instrument does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all other insurance or risk transfer instruments.

These provisions do not apply to other insurance policies or risk transfer arrangements that are written as specific excess insurance of this policy's Limits of Liability.

- IV. Section XVII, Insurance Under More Than One Policy Issues By Us is deleted and replaced with the following:

If an **incident, claim, or licensure proceeding** is covered under this policy and another policy issued to you by us or any company affiliated with us on the same basis, whether primary, excess or contingent, each policy will not be liable for a greater proportion of the **damages** than the applicable Limit of Liability under this policy for such **incident, claim, or licensure proceeding** as it pertains to the total applicable Limit of Liability of all valid and collectible insurance pertaining to such **incident, claim, or licensure proceeding**. Each such contributing policy issued by us and any company affiliated with us will share **defense costs** equally.

The maximum aggregate Limit of Liability of the Insurer and its affiliates for all loss in connection with any such **incident, claim, or licensure proceeding** shall not exceed the highest applicable Limit of Liability under any one applicable policy. Payment of the highest Limit of Liability offered on any one applicable policy shall extinguish the Insurer's liability on all of such policies for such **incident, claim, or licensure proceeding**. Nothing contained in this provision shall be construed to increase the Limit of Liability of this policy.



- V. Section IV, Exclusions Applicable to All Coverage Parts, is amended as follows:
- A. The exclusion entitled Abuse and Molestation is amended by deleting and replacing the phrase “based on, arising out of, or in any way involving, in whole or in part” with the following:

based on or arising out of
 - B. The exclusion entitled Pollution is amended by deleting and replacing the phrase “based on, arising out of, or in any way involving, in whole or in part:” with the following:

based on or arising out of:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.