THE HARTFORD UNIVERSAL EXCESS[SM] SIMPLIFIED POLICY

In consideration of the payment of the Premium and in reliance upon any application, materials or information made available by or on behalf of the Insured(s) to the Underwriters during the application or proposal process, the Underwriters and the Insured(s) agree as follows:

I. INSURING AGREEMENT – FOLLOW FORM COVERAGE

This policy shall provide coverage in excess of the total limits of liability and any retention/deductible of the Underlying Insurance. Coverage shall follow form to the same terms, conditions, and limitations as are contained in the Primary Policy or any Underlying Excess Policy(ies) as of the inception of this policy, except as otherwise provided herein. In no event shall this policy grant broader coverage than is provided by either the Primary Policy or any one of the Underlying Excess Policy(ies).

II. UNDERLYING INSURANCE

A. *EXHAUSTION OR REDUCTION*: It is expressly agreed that liability for any Loss shall attach to the Underwriters only after either: (i) the insurer(s) of the Primary Policy and Underlying Excess Policy(ies) shall have paid the full amount of their respective liability for such Loss; or (ii) the Insured(s) shall have paid, in the applicable legal currency, any portion of such Loss that, together with any payments by such insurer(s) above, equals the limits of liability of the Underlying Insurance. The Underwriters shall then be liable to pay additional amounts of Loss up to the Limit of Liability. In the event such payments described above exhaust the Underlying Insurance but not this policy, then this policy shall continue as primary insurance, subject to its terms, conditions and limitations, and shall apply a retention/deductible as set forth in the Primary Policy to any subsequent Claim. In the event such payments described above only reduce the Underlying Insurance, then this policy shall continue as excess of the reduced Underlying Insurance. In no way shall any payments by the Insured(s) constitute a waiver of any terms, conditions or limitations of the Underlying Insurance or of this policy.

B. *SUB-LIMITS*: If the Primary Policy provides coverage that is subject to a sub-limit of liability, then this policy shall not apply to any Claim that is subject to such sub-limit. However, any such coverage shall be recognized solely for the purposes of reducing or exhausting the Underlying Insurance.

C. *MAINTENANCE*: The Insured(s) agree that the Underlying Insurance shall be maintained in full effect while this policy is in force. If the Insured(s) fail to do so, the Underwriters shall only be liable to the extent it would have been liable had the Insured(s) maintained such insurance and the Insured(s) shall be self-insured for the amount of the Underlying Insurance which is not maintained.

III. PARTICIPATION, COOPERATION, NOTICE AND CANCELLATION

The Underwriters may, at their sole option, elect to participate in the investigation, settlement or defense of any Claim even if the Underlying Insurance has not been exhausted. The Insured(s) shall give the Underwriters all information and cooperation as the Underwriters may reasonably require. All notices shall be given to the Underwriters at the applicable address set forth in either Item E. or Item F. of the Declarations and in accordance with all appropriate notice provisions of the Underlying Insurance. This policy may only be cancelled in accordance with the appropriate cancellation provisions of the Underlying Insurance.

IV. DEFINITIONS

1. Insured(s) shall mean those individuals and/or entities insured under the Underlying Insurance.
2. Primary Policy means the policy in Item D.(1) of the Declarations.
3. Underlying Excess Policy(ies) means the policy(ies) in Item D.(2) of the Declarations.
4. Underlying Insurance means all those policies in Item D. of the Declarations.
5. Underwriters, Premium, Policy Period and Limit of Liability shall have the meanings set forth in the Declarations.
6. All other capitalized terms shall have the meanings set forth in the Underlying Insurance.

V. EXTENDED REPORTING PERIOD

If the Insured(s) elect and are granted an extended reporting period under all of the Underlying Insurance, then the Insured(s), by meeting the following requirements, may also elect an extended reporting period under this policy.

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The requirements of this policy are: (i) satisfying the same conditions as set forth in the Underlying Insurance; and (ii) paying the additional premium set forth in Item G.(1) of the Declarations. Such extended reporting period shall be for the period of time set forth in Item G.(2) of the Declarations.

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