

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CLAIMS AND SUITS  
BETWEEN INSUREDS OR RELATED ENTITIES**

- A. This insurance does not apply to claims or suits (including complaints, cross-claims, counterclaims or third party claims however named) against any person or entity qualifying as an insured under this policy, brought by or arising out of any claims or suits brought by:
1. Any person or entity qualifying as an insured under this policy with regard to such claims or suits;
  2. Any parent, subsidiary or affiliate of any insured under this policy with regard to such claims or suits; or
  3. Any business, including any officer, director or employee, division or department of such business, owned or controlled by any person or entity described in 1. or 2. above.
- B. This exclusion does not apply if:
1. The Named Insured has assumed liability for such claims or suits in a contract or agreement that is an insured contract; and
  2. The person or entity bringing the claim or suit is not:
    - a. an employee of an entity; or
    - b. an entityunder any common ownership with or control by any person or entity qualifying as an insured under this policy.
  3. The person or entity bringing claim or suit has insurance, not issued by us or by our affiliate, available to it with regard to such claims or suits, in an amount and scope equal to the insurance provided under this policy.

- C. Any terms appearing in this endorsement that are defined in the policy, are given the meanings as so defined, even if the terms do not appear in this endorsement in the same format as they appear in the policy defined (i.e. quotation marks, capitals or bolded).

**Swainman**