

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

#### **F. CHANGES**

Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

#### **G. SOLE AGENT**

The NAMED INSURED identified in Item 1 of the Declarations shall have authority and primary responsibility to act on behalf of all INSUREDS for the payment or return of Premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, the payment of any Deductibles, and the exercise of the rights provided in Section VI, EXTENDED REPORTING PERIOD.

#### **\* H. OTHER INSURANCE**

This insurance shall be excess of the Deductible and any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written solely and specifically as excess insurance over this Policy. When this Policy is excess, the Company will not defend any CLAIM(S) that any other insurer has a duty to defend. If no other insurer defends, the Company has the right but not the duty to do so. If the Company defends, it will be entitled to all of the INSURED's rights against any other insurers.

In addition to the foregoing, unless the Company specifically agrees otherwise, when such other insurance is written solely for a specific project, this Policy shall not attach, and the Company shall have no obligation to pay until the sum of DAMAGES and CLAIM EXPENSES exceeds the amount of the stated limit of liability of such other insurance, even if the INSURED's liability for such DAMAGES and CLAIM EXPENSES is not covered in whole or in part by such other insurance for any reason, including but not limited to an exclusion or limitation of coverage or the bankruptcy or insolvency of the specific project insurer.

#### **I. SEVERABILITY**

Except with respect to the Limits of Liability, as stated in Item 4 of the Declarations, and any rights and duties specifically assigned to the NAMED INSURED identified in Item 1 of the Declarations, this Policy applies:

1. As if each INSURED were the only INSURED; and
2. Separately to each INSURED against whom a CLAIM(S) is made or suit is brought.

#### **J. HEADINGS**

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

#### **K. LIBERALIZATION**

If the Company files, with the appropriate regulator, general revisions to the terms and conditions of the Policy form to provide more coverage without an additional premium charge, then this Policy will automatically provide such additional coverage as of the date the filed revision is effective in the state shown in the mailing address of the NAMED INSURED.