

**PROGRAM DIVISION
BULLETIN**

2005-33

August 17, 2005

**IMPORTANT NOTICE REGARDING
UMBRELLA POLICIES**

The attached forms have been filed and approved for admitted umbrella policies, and are available for non-admitted policies as well. Effective immediately, both forms should be mandatory endorsements for all umbrella policies. Attached are "pdf" copies of:

For admitted policies:

84338 – Alcohol Health Effects Exclusion
84490 – Policy Territory Definitions

For non-admitted policies:

PRG 4023 - Alcohol Health Effects Exclusion
PRG 4024 - Policy Territory Definitions

If you have any additional questions, please contact your Program Manager.

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**LEXINGTON INSURANCE COMPANY
PROGRAM DIVISION**

100 Summer Street/19th Floor, Boston, MA 02110
phone 617-330-1100 / fax 617-330-8595

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M.

forms part of Policy

No.

issued to

by

EXCLUSION – ALCOHOLIC BEVERAGE HEALTH EFFECTS

This insurance does not apply to any damages, claim, suit, loss, cost, expense or injury, including death resulting there from, arising out of or resulting from, caused directly or indirectly, in whole or in part, by the "consumption of 'alcohol'" by any *person*, provided that such "consumption of 'alcohol'" results in a "specified health condition" of the "person" consuming the "alcohol."

For the purposes of this Exclusion only, the following definitions apply:

1. "Alcohol" means ethyl or grain alcohol and alcoholic beverages;
2. The "consumption of 'alcohol'" means to directly, or indirectly, physically ingest "alcohol," but does not include ingestion of "alcohol" that is a constituent of food or any pharmaceutical preparation, or healthcare or toiletry products, when used in accordance with that preparation's or product's intended purpose;
3. "Person" means any human being in any stage of physical development and includes spermatogonia, spermatocytes, spermatids, sperm, oogonia, oocytes, ova, embryo and fetuses, including any child produced therefrom;
4. "Specified Health Condition" means any:
 - a. Disease, cancer, or physical or mental disorder;
 - b. Injury or damage to spermatogonia, spermatocytes, spermatids, sperm, oogonia, oocytes, ova, embryo and fetuses, including any child produced therefrom; and
 - c. "Alcohol" abuse, dependence, addiction or any condition attributable to "alcohol" consumption.

It is understood that to the extent any coverage may otherwise be available under this Policy or any of its endorsements, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.

Authorized Representative or
Countersignature (where required by law)

ENDORSEMENT#___

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement, effective 12:01 A.M.:

forms a part of

Policy No

issued to

by

UMBRELLA POLICY TERRITORY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY FORM

Section I. - - Coverage is deleted in its entirety and replaced by the following:

We will pay on behalf of the Insured those sums in excess of the Retained Limit that the Insured becomes legally obligated to pay by reason of liability imposed by law or assumed by the Insured under an Insured Contract because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury that takes place during the Policy Period and is caused by an Occurrence happening within the Policy Territory. The amount we will pay for damages is limited as described in Section III. Limits of Insurance. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured for those sums in excess of the Retained Limit.

Section IV - - Definitions is amended to include the following:

Policy Territory means anywhere in the world, excluding those countries, jurisdictions and/or territories against which the Government of the United States of America (including any Departments or subdivisions thereof) administers and/or enforces trade and/or economic sanction or embargo.

All other terms and conditions remain the same.

Authorized Representative

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Authorized Representative