PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY 380 Sentry Parkway, Blue Bell, PA 19422 610-397-5462

Aggregate Accommodation Benefit Endorsement

Policyholder: [Name]

Attached to and part of Policy Number: [XXXXXXX] as of the Effective Date below.

Effective Date: [Month Day, Year]

This Endorsement is made part of the Stop Loss Insurance Policy identified above. It modifies the insurance provided under the Policy.

In consideration of the payment of any additional premium as required, it is hereby understood and agreed that the following changes are made and incorporated into the Policy:

SECTION 1 – INSURANCE COVERAGE, **A. Aggregate Coverage**, is amended to include the following provision:

Aggregate Accommodation:

A. Reimbursements.

We will reimburse You for payments made for Eligible Claim Expenses that exceed the Monthly Aggregate Attachment Point subject to the following conditions:

- 1. The Company will make an Aggregate Accommodation for a Policy Month during the Policy Term when the Eligible Claim Expenses Paid by the Policyholder during all prior Policy months exceeds the sum of the Monthly Aggregate Attachment Point for the same Policy months. No reimbursement under this provision will be payable by Us until the end of the 1st month of the Policy Term. Reimbursement will be made no later than one month prior to the Benefit Period's termination.
- 2. The Monthly Aggregate Attachment Point, as calculated for purposes of the Aggregate Accommodation shall in no event be less than 1/12 of the Minimum Annual Aggregate Attachment Point;
- 3. We will not advance an Aggregate Accommodation if the amount for which the Policyholder is eligible is less than \$5,000 in any given Policy Term; and
- 4. No Aggregate Accommodation will be paid for any month until all premium due for the month has been received by Us.

B. Repayments.

If, on the first day of any succeeding Policy month after making an Aggregate Accommodation, the sum of the Monthly Aggregate Attachment Point for all prior Policy months in the Policy Term exceed total payments made by the Policyholder for Eligible Claims Expenses during the same Policy months, the Policyholder shall repay Us within 15 days of Our request, the lesser of:

- 1. The total of the Company's Aggregate Accommodation, or
- 2. The sum of the Monthly Aggregate Attachment Point for all prior Policy months less any Eligible Claims Expenses paid by the Policyholder during the same Policy months for which the Policyholder has not been reimbursed by the Company.

If, at the end of any Policy month, any Outstanding Aggregate Accommodation has not been repaid, the Policyholder shall repay the Company such Outstanding Aggregate Accommodation, subject to the maximum reimbursement requirement of 2 above, within 15 days of Our request for repayment.

If the Policy terminates prior to the end of the Policy Term, the Policyholder shall repay the Company all previously advanced Aggregate Accommodation reimbursements on or before the date the Policy terminates.

If the Policyholder fails to make repayment when due, We may:

- 1. Assess a late payment penalty each month equal to 3% of the Aggregate Accommodation outstanding:
- 2. Deduct the outstanding amount due from any reimbursement due under the Policy;
- 3. Terminate the provisions of this Endorsement; or
- 4. Terminate the Policy.

The Policyholder will be liable for all costs and expenses (including reasonable attorneys' fees) incurred in Our collection of any Outstanding Aggregate Accommodation.

C. Reconciliation.

At the end of the Policy Term, We shall review the Policyholder's records for the purpose of making a final reconciliation of the account. If such review establishes that an additional payment is due the Policyholder, We will make such payment within 15 days of completion of the reconciliation. If a repayment is due the Company, We will notify the Policyholder and the repayment will be due within 15 days of receipt of Our notification.

At any time during the Policy Term, when the sum of Our Aggregate Accommodation reimbursements exceeds \$50,000, We may audit the Policyholder's records prior to releasing any additional advance reimbursements.

SECTION 2 - DEFINITIONS is amended to include the following:

Outstanding Aggregate Accommodation means the total of all Aggregate Accommodation reimbursements the Company has paid to the Policyholder during a Policy Term, less the difference between:

- 1. The Minimum Annual Aggregate Attachment Point (or the Monthly Aggregate Attachment Points for all prior Policy months, if greater); and
- 2. Any Eligible Claims Expenses paid by the Policyholder during the Policy Term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. Signed for Pennsylvania Manufacturers' Association Insurance Company by

Derek Hopper, CEO

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