BRMA 27P

LOSS OCCURRENCE

“Loss Occurrence” as used herein shall mean any one accident, disaster or casualty, or series of accidents, disasters or casualties resulting from the same Event, regardless of the number of interests insured, the number of Policies responding or whether the claims arising out of the Loss Occurrence are made under Policies issued on an “occurrence” basis and/or a “claims made” basis and/or “losses discovered” and/or “accident” basis.

For the purposes of this Contract, when claims made and/or losses discovered and/or occurrence and/or accident Policies are involved in the same Loss Occurrence with other claims-made and/or losses discovered and/or occurrence and/or accident Policies, the “date of loss” for the Loss Occurrence shall be determined as follows:

a. If an occurrence or accident Policy is identified as being involved, then the date of loss shall be the date as determined under the occurrence or accident Policy; or

b. If no occurrence or accident Policy is identified as being involved, then the date of loss will be the date the first claim is made or discovered under a claims-made or losses discovered Policy. If the first claim from a Loss Occurrence is made under an Extended Reporting Endorsement, the following shall apply:

i. As respects Extended Reporting Endorsements commencing prior to (date), the date of loss for the Loss Occurrence shall be the date the first claim is made;

ii. As respects Extended Reporting Endorsements commencing at or after (date), the date of loss for the Loss Occurrence shall be deemed to be the commencement date of the Extended reporting Endorsement; or

c. If only one Policy is involved in the Loss Occurrence, then the date of loss shall be the date as determined under that Policy.

Page 1 of 1

*Accepted for inclusion Summer 2016*

BRMA 27Q

LOSS OCCURRENCE

"Occurrence" shall mean each and every disaster, casualty, accident, loss or offense, or series of disasters, casualties, accidents, losses or offenses arising out of one event regardless of the number of risks insured. The Reinsurer shall follow the Company's determination as to what constitutes one event, as long as such determination is reasonable and made in good faith.

Page 1 of 1

*Accepted for inclusion Summer 2016*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRMA 27R

LOSS OCCURRENCE

As respects Casualty business reinsured hereunder, "occurrence" as used in this Contract, unless otherwise defined in the policies reinsured hereunder, shall mean each and every disaster, casualty, accident, or loss or series of disasters, casualties, accidents, or losses arising out of one event (including losses on policies written on a claims made form).

Notwithstanding the foregoing, as respects coverages written with an aggregate limit of liability on a policy period basis, "occurrence" as used in this Contract shall mean all insured losses subject to the application of the same aggregate limit in the same policy period, and pertaining only to Products Liability and Completed Operations.

Page 1 of 1

*Accepted for inclusion Summer 2016*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRMA 27S

LOSS OCCURRENCE

A Loss Occurrence as used herein shall mean each incident, injury, error, omission, or negligent act or series of related incidents, injuries, errors, omissions, or negligent acts arising from the same proximate cause, regardless of the number of interests insured, the number of policies issued to a single insured, responding whether the claims covered under original policies are written on an occurrence, losses discovered or claims made basis."

Page 1 of 1

*Accepted for inclusion Summer 2016*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BRMA 27T

LOSS OCCURRENCE

 “Loss Occurrence” as used in this Contract, shall have the same meaning as this term or similar term (e.g., loss, claims-made, losses discovered, wrongful act, error, omission) in the Company’s Policies. However, in the event of any ambiguity or dispute relating to this term, the Company shall be the sole judge of what constitutes one Loss Occurrence.

As respects losses resulting from Occupational Disease or Cumulative Trauma, the following provisions shall apply:

a. All Occupational Disease or Cumulative Trauma cases of the same specific kind or arising from the same cause and which are assignable by the Company to the same Policy and the same Policy period shall be deemed to have been caused by one Loss Occurrence commencing at the beginning of the Policy period, it being understood and agreed that each renewal or annual anniversary date of the Policy involved shall be deemed the beginning of a new Policy period.

b. The date of loss for an Occupational Disease or a Cumulative Trauma claim shall be as defined by applicable statutes or regulations. If the applicable statutes or regulations do not define the date of loss, then a loss with respect to an employee who contracts an Occupational Disease or a Cumulative Trauma shall be deemed to have occurred on the date when liability for Workers’ Compensation benefits commenced, or, if such a date cannot be definitely determined, the date when the compensability of the claim became known to the Company, but in no event later than the last day of the employee’s employment during the terms of the Policy or Policies of the Company.

c. The term “Occupational Disease” or “Cumulative Trauma,” as used in this Contract shall be defined by applicable statutes or regulations.

*Follow Original Policies*

Page 1 of 1

*Accepted for inclusion summer 2016\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BRMA 27U

LOSS OCCURRENCE

 “Accident(s),” “Claim(s) Made,” “Incident(s),” “Occurrence(s)” “Occurrence(s) Reported” and “Loss(es) Reported” shall be defined as per the Company's original Policy. However, if the coverage under the Policies is on some basis other than the foregoing references to “Accident(s),” “Claim(s) Made,” “Incident(s),” “Occurrence(s)” “Occurrence(s) Reported”, and “Loss(es) Reported”, this Contract shall include such other basis of coverage.

*Follow Original Policies*

Page 1 of 1

*Accepted for inclusion summer 2016\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BRMA 27V

LOSS OCCURRENCE

“Loss Occurrence,” as used in this contract, shall have the same meaning as this term or similar term (e.g., loss, claims-made, losses discovered, wrongful act, error, omission) in the Company’s policies.

*Follow Original Policies*

Page 1 of 1

*Accepted for inclusion summer 2016\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BRMA 27W

LOSS OCCURRENCE

“Loss Occurrence” as used herein shall mean any one disaster or casualty or accident or

loss or series of disasters or casualties or accidents or losses arising out of or caused by one

event. Notwithstanding the foregoing, as respects losses resulting from occupational

disease or cumulative trauma cases, the following shall apply:

a. Each occupational disease or cumulative trauma case contracted by an employee shall

be deemed to have been caused by a separate Loss Occurrence. However, any

occupational disease or cumulative trauma losses arising from a specific sudden and

accidental event within a 72-hour period shall be combined with claims classified as

other than occupational disease or cumulative trauma which arise from the same

event, if any, and the combination of such claims shall be considered as one “Loss

Occurrence” for purposes of this Contract.

b. The terms “occupational disease” and “cumulative trauma” as used in this Contract

shall be as defined by applicable statutes or regulations.

The Company shall be the sole judge as to what constitutes an “event.”

*Occupational disease or Cumulative trauma*

Page 1 of 1

*Accepted for inclusion summer 2016*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BRMA 27X

LOSS OCCURRENCE

 “Occurrence,” unless defined otherwise in the policies reinsured hereunder, will mean each and every disaster, casualty, accident or loss or series of disasters, casualties, accidents or losses arising out of one event irrespective of the number of policies involved. With respect to loss arising from occupational disease or cumulative injury, all occupational disease or cumulative injury losses arising from each employee will be deemed a separate occurrence. The date of loss of an occupational disease or cumulative injury occurrence will be the date when compensable disability of the employee commences, or if there is no such disability, when the medical treatment commences, but in no event later than the last day of employment during the term of the policy or policies of the Company.

*Occupational disease or Cumulative trauma*

Page 1 of 1

*Accepted for inclusion summer 2016*

BRMA 27Y

LOSS OCCURRENCE

“Loss Occurrence” means each and every disaster, casualty, accident, or loss or series of disasters, casualties, accidents or losses arising out of one event. As respects a Loss Occurrence involving Occupational Disease or Other Disease or Cumulative Trauma, the following shall apply:

a. Per Event Coverage. As respects losses arising from Occupational Disease or Other Disease, regardless of the specific kind or class, suffered by employees of one or more employers, all such losses sustained by the Company from one event not exceeding 72 hours in duration shall, together with losses not classified as Occupational Disease or Other Disease, be deemed to be a single “Loss Occurrence.”

b. Per Employee Coverage. As respects losses arising from Occupational Disease or Other Disease or Cumulative Trauma and not covered under subparagraph C.1. above, loss in respect of each employee shall be deemed to be a separate “Loss Occurrence” and the date that the Loss Occurrence commences shall be determined as follows:

1. If the case is compensable under the Workers’ Compensation Law, the date of the beginning of the disability for which compensation is payable.
2. If the case is not compensable under the Workers’ Compensation Law, the date that disability due to said disease actually began.
3. If the claim is made after employment has ceased, the date of cessation of such employment.

*Occupational disease or Cumulative trauma*

Page 1 of 1

*Accepted for inclusion summer 2016*

BRMA 27Z

LOSS OCCURRENCE

"Occurrence" as used herein shall mean any one disaster or casualty or accident or loss or series of disasters or casualties or accidents or losses arising out of our caused by one event except that:

a. As respects losses resulting from occupational or industrial disease suffered by employees of an insured for which the insured is liable, as a result of an event not exceeding 72 hours in duration all such losses shall be considered one occurrence and may be combined with losses classified as other than occupational or industrial disease which arise out of the same event and the combination of such losses shall be considered as one occurrence within the meaning hereof.

b. As respects each occupational or industrial disease case suffered by an employee of an insured during a period of greater than 72 hours, each case shall be deemed to have been caused by a separate occurrence commencing on:

1. The date of disability for which compensation is payable if the case is compensable under the Workers' Compensation Law;

2. The date of disability due to the disease actually began if the case is not compensable under the Workers' Compensation Law; or

3. The date of cessation of employment if the claim is made after employment has ceased.

c. As respects losses resulting from cumulative trauma suffered by employees of an insured for which the insured is liable, as a result of an event not exceeding 72 hours in duration, all such losses shall be considered one occurrence and may be combined with losses classified as other than cumulative trauma which arise out of the same event and the combination of such losses shall be considered as one occurrence with the meaning thereof.

d. As respects each cumulative trauma case suffered by an employee of an insured during a period of greater than 72 hours, each case shall be deemed to have been caused by a separate occurrence commencing on:

1. The date of disability for which compensation is payable if the case is compensable under the Workers' Compensation Law;

2. The date disability due to the disease actually began if the case is not compensable under the Workers' Compensation Law;

3. The date of cessation of employment if the claim is made after employment has ceased.

e. The term "occupational or industrial disease" as used herein shall mean any abnormal condition that fulfills the following conditions:

1. It is not traceable to a definitive compensable accident occurring during the employee's present or past employment;

2. It has been caused by exposure to a disease producing agent or agents present in the workers' occupational environment; and

3. It has resulted in disability or death.

f. The term "cumulative trauma" as used herein shall mean an injury that fulfills the following conditions:

1. It is not traceable to a definitive accident occurring during the employee's present or past employment.

2. It has occurred from, and has been aggravated by, a repetitive employment-related activity; and

3. It has resulted in disability or death.

*Occupational disease or Cumulative trauma*

Page 1 of 1

*Accepted for inclusion summer 2016*

BRMA 27AA

LOSS OCCURRENCE

“Loss Occurrence” as used in this Contract shall mean any one disaster or casualty or accident or loss or series of disasters or casualties or accidents or losses arising out of or caused by one event. The Company shall be the sole judge of what constitutes one event as outlined herein and in the original Policy. As respects losses resulting from Occupational Disease or Cumulative Trauma, the following provisions shall apply:

a. Each Occupational Disease or Cumulative Trauma case contracted by an employee shall be deemed to have been caused by a separate Loss Occurrence.

b. The date of loss for an Occupational Disease or a Cumulative Trauma claim shall be as defined by applicable statutes or regulations. If the applicable statutes or regulations do not define the date of loss, then a loss with respect to an employee who contracts an Occupational Disease or a Cumulative Trauma shall be deemed to have occurred on the date when liability for Workers’ Compensation benefits commenced, or, if such a date cannot be definitely determined, the date when the compensability of the claim became known to the Company, but in no event later than the last day of the employee’s employment during the terms of the Policy or Policies of the Company.

c. The terms “Occupational Disease” or “Cumulative Trauma,”as used in this Contract shall be as defined by applicable statutes or regulations. However, if not defined by statute or regulation, the following shall apply:

1. “Occupational disease” as used herein shall mean any abnormal condition that fulfills all of the following conditions:

(a). It is not traceable to a definite compensable accident occurring during the employee’s present or past employment;

(b). It has been caused by exposure to a disease-producing causative agent present in the workers’ occupational environment; and

(c). It has resulted in a disability or death.

2. “Cumulative injury” as used herein shall mean any injury that fulfills all of the following conditions:

(a). It is not traceable to a definite compensable accident occurring during the employee’s present or past employment;

(b). It has occurred from, and has been aggravated by, a repetitive employment-related activity;

(c). It has resulted in a disability or death.

Notwithstanding the provisions of subparagraphs a and b above, all Occupational Disease or Cumulative Trauma claims which arise from a specific sudden and accidental event not exceeding 72 hours in duration shall be combined with claims classified as other than Occupational Disease or Cumulative Trauma which arise out of the same event, if any, and the combination of such claims shall be considered as one “Loss Occurrence” within the meaning hereof.

*Occupational disease or Cumulative trauma*

Page 1 of 1

*Accepted for inclusion summer 2016*

 BRMA 27BB

LOSS OCCURRENCE

 “Loss Occurrence” as respects Workers’ Compensation means all damage, injury or loss covered by one or more Policies subject hereto, which is a direct consequence of one particular cause, accident, Event, disaster, occurrence, loss or casualty, or series of accidents, Events, disasters, occurrences, losses or casualties, or any other circumstance which is traceable to the same single act, omission, cause, mistake or error or series of acts, omissions, causes, mistakes or errors. The Company shall be the sole judge of what constitutes one cause, accident, Event, disaster, occurrence, loss or casualty as outlined herein and in the original Policy. However, as respects Workers’ Compensation coverage for Occupational Disease for which the Company may be held liable:

a. An Occupational Disease sustained by an employee which is deemed to arise out of his or her employment and for which the employer is liable shall be deemed an Occurrence hereunder. If the applicable statutes or regulations do not define the date of the Occurrence, then the date of the occurrence shall be deemed to be the date on which the employee was last exposed to conditions causing such disease, but shall not be later than the last day of such employment during the term of the Company’s Policy covering the employer for such liability or the date on which the claim of the employee becomes known to the Company, whichever occurs first.

b. Notwithstanding the provisions of subparagraph 1, all Occupational Disease claims which arise from a specific sudden and accidental Event not exceeding ( ) hours in duration shall be combined with claims classified as other than Occupational Disease which arise out of the same Event, if any, and the combination of such claims shall be considered as one “Occurrence” within the meaning hereof.

*Workers Compensation*

Page 1 of 1

*Accepted for inclusion summer 2016*