

American Institute
Leading Underwriter(s) Endorsement – Claims Only
(September 29, 2009)

SP-44A



To be attached to and made part of Policy No.	1
Notwithstanding the rights of the Assured, where there are multiple insurers subscribing to the Policy to which this clause is attached, and one or more of these insurers has been designated below, or on the binder, slip, declarations page, policy or otherwise in writing by the broker as a "Leading Underwriter", all other subscribing underwriters (the "Following Underwriters") agree that the Leading Underwriter(s) so designated may act on behalf of the Following Underwriters so as to bind all Underwriters for their respective interests in respect of the following matters:	2 3 4 5 6
(a) the appointment of surveyors, experts, and lawyers, when acting on behalf of all underwriters in relation to matters which may give rise to a claim under this insurance;	7 8
(b) the duties and obligations to be undertaken by all underwriters, including but not limited to the provision of security, claims procedures, the handling of any claim and the pursuit of recoveries; and	9 10
(c) all payments or settlements to the assured or to third parties under this insurance other than those agreed on an "ex gratia" basis.	11
Notwithstanding the above, the Leading Underwriter(s) may require such matters to be referred to the Following Underwriters.	12
The Following Underwriters shall, to the extent of their respective several proportions, indemnify and hold harmless the Leading Underwriter(s) for all liabilities and actual costs or expenses incurred and paid by the Leading Underwriter(s) in respect of the above.	13 14
Where this Leading Underwriter(s) Endorsement is attached to and made applicable to a Policy incorporating the American Institute Hull Clauses (dated either June 2, 1977 or September 29, 2009, or as indicated):	15 16
1. the term "Underwriter(s)" wherever appearing in the Claims (General Provisions) clause therein shall be deemed to mean "Leading Underwriter(s)," and	17 18
2. the words "a majority (in amount) of Hull Underwriters" at line 237 (September 29, 2009) or line 164 (June 2, 1977) of the Collision Liability clause shall be deemed to mean "the Leading Underwriter(s)".	19 20
Leading claims Underwriter(s):	21
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All other terms and conditions remaining unchanged.	23