

**MOSAIC AMERICAS INSURANCE SERVICES LLC
PO Box 16, NEW YORK, NEW YORK 10018
AS COVERHOLDER FOR MOSAIC SYNDICATE 1609 AND EACH OF THE OTHER INSURERS
PARTICIPATING ON THIS POLICY
UNDER SERVICE COMPANY UNDERWRITING AGREEMENT # LNR24C117**

UMR# B1820LNR24C117

BUYER-SIDE REPRESENTATIONS AND WARRANTIES INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, COVERAGE IS LIMITED TO THOSE CLAIMS THAT THE NAMED INSURED REPORTS TO THE UNDERWRITING REPRESENTATIVE IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

DEFENSE COSTS AND PROSECUTION COSTS COVERED UNDER THIS POLICY ARE SUBJECT TO THE RETENTION AND THE LIMIT OF LIABILITY. THIS POLICY DOES NOT GIVE RISE TO, AND THE INSURERS DO NOT ASSUME, ANY DUTY TO DEFEND THE INSUREDS UNDER THE POLICY OR UNDER THE AGREEMENT. PLEASE READ THIS POLICY CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER.

[Jurisdictional legend]¹

THE INSURERS NAMED HEREIN ARE NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF ANY INSURER, NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THIS POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

Project [____]

Policy #[____]

[NOTE: THIS FORM ASSUMES A NO-SELLER INDEMNITY STRUCTURE WITH A SYNTHETIC PRE-CLOSING TAX INDEMNITY AND AN INTERIM PERIOD.]

¹ Insert applicable state-specific surplus lines notice and fraud warning (where applicable),

UMR: B1820LNR24C117

DECLARATIONS

Item 1. Insureds:

A. Named Insured: [____]
 [Address]
 Attention: [____]
 Email: [____]²

B. Additional Insureds: Affiliates of the Named Insured, including, following the Closing, the Acquired Companies^{3,4}

The Named Insured, the Additional Insureds and their respective successors and permitted assigns and each of their respective direct and indirect subsidiaries, equityholders, stockholders, shareholders, owners, members, beneficiaries, general or limited partners, officers, directors, managers, and employees are each referred to herein as an “Insured” and collectively as the “Insureds”.

Some underwriters, including Mosaic, partially or wholly utilize the capacity of third-party insurers to pay claims; where that's the case, it is reflected in the Declarations section of the policy.

Item 2. Insurers and Participation Percentages:

Insurer	Participation Percentage of Loss	Mosaic Layer Limit of Liability	Premium
Certain Underwriters at Lloyd’s (MOSAIC SYNDICATE 1609) (the “Lead Insurer”)	[____]%	\$[____]	\$[____]
Hampden 2689	[____]%	\$[____]	\$[____]
Flux 1985	[____]%	\$[____]	\$[____]
IQUW Syndicate 1856	[____]%	\$[____]	\$[____]
Nephila 2358	[____]%	\$[____]	\$[____]
APL 1969	[____]%	\$[____]	\$[____]
Beazley 5623	[____]%	\$[____]	\$[____]
Total	100%	\$[____]	\$[____]

The obligations of each Insurer in this Item 2 of these Declarations are limited to the extent of its Participation Percentage of Loss up to its Mosaic Layer Limit of Liability.

Item 3. Agreement *[Insert Name and Description of Transaction document]*

² Insert name and address of Named Insured.

³ If applicable, conform to applicable term in the Agreement used to identify the indemnified group. To the extent the term includes representatives or agents, such parties will be specifically carved out.

⁴ Changes may be required to the definitions of “Additional Insured” and “Insured(s) based on deal structure (e.g., in a minority deal Seller, Company or its Subsidiaries should not be included).

UMR: B1820LNR24C117

- Item 4. **Policy Period:** From [_____] ⁵ (“Inception”) until [_____] ⁶ (the “Expiration Date”); provided that the Expiration Date with respect to the (i) Pre-Closing Tax Indemnity and (ii) Fundamental Representations shall be [_____] ⁷.
- In each case, at 12:01 a.m. at the address set forth in Item 1 of these Declarations.
- Item 5. **Limit of Liability:** \$[____], in the aggregate
- Item 6. **Retention:** \$[____] ⁸, in the aggregate
- Subject to Section 4(D) of the Policy, to the extent that the then-remaining Retention is greater than \$[____] ⁹ on the [____] ¹⁰ month anniversary of the Closing Date (the “Retention Dropdown Date”), the Retention shall be reduced to \$[____] ¹¹, in the aggregate, on such date.
- Any references in this Policy to the Retention shall mean the Retention in effect as of the relevant time.
- Item 7. **Premium:**
- | | |
|------------------------|----------|
| Non-Terrorism Portion: | \$[____] |
| Terrorism Portion: | \$0 |
| Total Premium: | \$[____] |
- Item 8. **Brokerage Commission** The Premium is fully earned and non-refundable for the entire Policy Period inclusive of [____]% brokerage commission.
- Item 9. **Taxes** The Premium is exclusive of any applicable surplus lines, self-procurement, premium tax or any other applicable tax, fee or surcharge. It is the Insureds’ responsibility to pay any applicable surplus lines or premium tax or any other applicable tax, fee or surcharge.
- Item 10. **Underwriting Representative:** Mosaic Americas Insurance Services LLC, as coverholder for each Insurer.
- The Underwriting Representative is authorized to act and to send and receive all notices and communications on behalf of the Insurers with respect to all matters relating to this Policy. The Lead Insurer shall manage and control the settlement and compromise of any matters that are subject to a Claim Notice, including the investigation and adjustment of any claim, the determination of whether a claim is covered under this Policy and the amount of Loss covered hereunder. The Insureds shall have no obligation to inquire as to the authority of the Underwriting Representative to send or to receive notices and communications on behalf of, and bind, the Insurers hereunder or to provide any notice or other communications required

⁵ Insert date of binding.

⁶ Insert date of the [third] anniversary of the Closing Date.

⁷ Insert date of the [sixth] anniversary of the Closing Date.

⁸ Insert amount equal to [____]% of the enterprise value.

⁹ Insert amount equal to [____]% of the enterprise value.

¹⁰ Typically 12 months.

¹¹ Insert amount equal to [____]% of the enterprise value.

UMR: B1820LNR24C117

Find the full text of this and thousands of other resources from leading experts in dozens of legal practice areas in the [UT Law CLE eLibrary \(utcle.org/elibrary\)](https://utcle.org/elibrary)

Title search: RWI Update and Negotiating an RWI Policy for Your Deal

Also available as part of the eCourse

[2024 Mergers and Acquisitions eConference](#)

First appeared as part of the conference materials for the
20th Annual Mergers and Acquisitions Institute session
"RWI Update and Negotiating an RWI Policy for Your Deal"