

# EXCESS LIABILITY INSURANCE POLICY

THIS IS AN EXCESS LIABILITY "CLAIMS-FIRST-MADE" POLICY WHICH MAY BE DIFFERENT FROM OTHER POLICIES INCLUDING OTHER CLAIMS-MADE POLICIES.  
PLEASE READ THE ENTIRE POLICY CAREFULLY.

*Words and phrases which appear in all capital letters have the special meanings set forth in Section II. Definitions*



## DECLARATIONS

**POLICY NO.** X0898A1A03

**DECLARATIONS NO.** 1

**Item 1:** NAMED INSURED: Entergy Corporation  
P.O. 61000  
New Orleans, LA 70161

**Item 2:** POLICY PERIOD: from the 1st day of November, 2003 until the 1st day of November, 2004 both days at 12:01 A.M. Standard Time at the address of the NAMED INSURED.

**Item 3:** RETROACTIVE DATE: the 1st day of November, 1986 at 12:01 A.M. Standard Time at the address of the NAMED INSURED.

**Item 4:** POLICY PREMIUM: \$1,190,406

- Item 5:**
- A. LIMIT OF LIABILITY EACH OCCURRENCE:  
\$35,000,000
  - B. JOINT VENTURE LIMIT OF LIABILITY EACH OCCURRENCE:  
**Per Limit of Liability Section (3).**
  - C. COMBINED PRODUCTS LIABILITY AND COMPLETED OPERATIONS LIABILITY  
AGGREGATE LIMIT OF LIABILITY FOR THE POLICY PERIOD:  
\$35,000,000
  - D. FAILURE TO SUPPLY LIABILITY AGGREGATE LIMIT OF LIABILITY FOR THE POLICY  
PERIOD:  
\$35,000,000
  - E. POLLUTION LIABILITY AGGREGATE LIMIT OF LIABILITY FOR THE POLICY PERIOD:  
\$35,000,000
  - F. MEDICAL MALPRACTICE INJURY LIMIT OF LIABILITY EACH OCCURRENCE:  
\$35,000,000

# DECLARATIONS

continued

**POLICY NO. X0898A1A03**

**DECLARATIONS NO. 1**

- Item 6:** UNDERLYING LIMITS:
- A.** As listed in the attached Underlying Limits Schedule.
  - B.** \$3,000,000 Each OCCURRENCE:
    - (1) not covered by underlying insurance; and
    - (2) not subject to a self-insured retention listed in the attached Underlying Limits Schedule.
  - C.** In the event of any CLAIM(S) arising from any single OCCURRENCE which involves two or more UNDERLYING LIMITS, the UNDERLYING LIMITS shall apply in combination.

**Item 7:** Any notice to be provided or any payment to be made hereunder to the NAMED INSURED shall be made to:

NAME	Mr. Michael L. Wilson
TITLE	Director, Risk Management
ENTITY	Entergy Corporation
ADDRESS	PO Box 61000 New Orleans, LA 70161-1000 USA

**Item 8:** Any notice to be provided or any payment to be made hereunder to the COMPANY shall be made to:

NAME	AEGIS Insurance Services, Inc.
ADDRESS	10 Exchange Place Jersey City, New Jersey 07302

**ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: 1-4**

Countersigned at **Jersey City, New Jersey**

On August 18, 2004

**AEGIS Insurance Services, Inc.**

By \_\_\_\_\_  
Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

# UNDERLYING LIMITS SCHEDULE

SCHEDULE NO. 1

This schedule is attached to and forms a part of Item 6 of the Declarations of POLICY No. X0898A1A03 and lists all underlying insurance or self-insured retentions maintained by the NAMED INSURED effective this 1st day of November, 2003 at 12:01 A.M. Standard Time at the address of the NAMED INSURED.

## Insured or Uninsured

Insured by other valid and collectible insurance policies:

General Liability Insurance including Pollution Liability  
\$3,000,000 any one OCCURRENCE  
\$3,000,000 general aggregate  
\$3,000,000 products/completed operations aggregate

Automobile Liability  
\$3,000,000 any one OCCURRENCE

Employers Liability  
\$1,000,000 each accident  
\$1,000,000 each employee disease  
\$1,000,000 aggregate disease

Maritime Employers Liability  
\$1,000,000 each OCCURRENCE

Federal Employers Liability  
\$1,000,000 each OCCURRENCE

General Liability Insurance including Pollution Liability  
\$50,000,000 any one OCCURRENCE  
as respects Entergy Corporations in the Louisiana Station Plant

General Liability as respects the Baxter Wilson Generation Station  
\$1,000,000 each OCCURRENCE

Aircraft Liability  
\$100,000,000 each OCCURRENCE

Item 6B \$3,000,000 any one OCCURRENCE

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Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

# UNDERLYING LIMITS SCHEDULE

SCHEDULE NO. 2  
REPLACING SCHEDULE NO. 1

This schedule is attached to and forms a part of Item 6 of the Declarations of POLICY No. X0898A1A03 and lists all underlying insurance or self-insured retentions maintained by the NAMED INSURED effective this 1st day of November, 2003 at 12:01 A.M. Standard Time at the address of the NAMED INSURED.

**Insured or Uninsured**

Insured by other valid and collectible insurance policies:

\$3,000,000 each OCCURRENCE -- General Liability including Pollution Liability  
\$3,000,000 General Aggregate  
\$3,000,000 Products/Completed Operations Aggregate

\$3,000,000 each OCCURRENCE -- Automobile Liability

\$1,000,000 each OCCURRENCE -- Maritime Employers Liability

\$1,000,000 each OCCURRENCE -- Federal Employers Liability Act

\$3,000,000 each OCCURRENCE -- Standards Board Activity

\$3,000,000 each OCCURRENCE -- Care, Custody & Control

\$3,000,000 each OCCURRENCE -- Community Service Activity

\$3,000,000 each OCCURRENCE -- Emergency Assistance Agreement

\$100,000,000 each OCCURRENCE Aircraft Liability

\$3,000,000 each claimant/ \$3,000,000 each OCCURRENCE -- Employment Practices Liability

\$1,000,000 each accident/ \$1,000,000 each employee disease -- Employers Liability  
\$1,000,000 aggregate disease

\$50,000,000 each OCCURRENCE -- General Liability including Pollution Liability  
as respects Entergy Corporations in the Louisiana Station Plant

\$1,000,000 each OCCURRENCE -- General Liability  
as respects the Baxter Wilson Generation Station

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Signature of Authorized Representative

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

## UNDERLYING LIMITS SCHEDULE

**SCHEDULE NO. 3  
REPLACING SCHEDULE NO. 2**

This schedule is attached to and forms a part of Item 6 of the Declarations of POLICY No. X0898A1A03 and lists all underlying insurance or self-insured retentions maintained by the NAMED INSURED effective this 22nd day of July, 2004 at 12:01 A.M. Standard Time at the address of the NAMED INSURED.

**Insured or Uninsured**

Insured by other valid and collectible insurance policies:

- \$ 3,000,000 each OCCURRENCE -- General Liability including Pollution Liability
- \$ 3,000,000 General Aggregate
- \$ 3,000,000 Products/Completed Operations Aggregate
  
- \$ 3,000,000 each OCCURRENCE -- Automobile Liability
  
- \$ 1,000,000 each OCCURRENCE -- Maritime Employers Liability
  
- \$ 1,000,000 each OCCURRENCE -- Federal Employers Liability Act
  
- \$ 3,000,000 each OCCURRENCE -- Standards Board Activity
  
- \$ 3,000,000 each OCCURRENCE -- Care, Custody & Control
  
- \$ 3,000,000 each OCCURRENCE -- Community Service Activity
  
- \$ 3,000,000 each OCCURRENCE -- Emergency Assistance Agreement
  
- \$100,000,000 each OCCURRENCE Aircraft Liability
  
- \$3,000,000 each claimant/ \$3,000,000 each OCCURRENCE – Employment Practices Liability
  
- \$ 1,000,000 each accident/ \$1,000,000 each employee disease -- Employers Liability
- \$ 1,000,000 aggregate disease
  
- \$ 50,000,000 each OCCURRENCE -- General Liability including Pollution Liability  
as respects Entergy Corporations in the Louisiana Station Plant
  
- \$ 1,000,000 each OCCURRENCE -- General Liability  
as respects the Baxter Wilson Generation Station

## ASSOCIATED ELECTRIC &amp; GAS INSURANCE SERVICES LIMITED

**UNDERLYING LIMITS SCHEDULE**

SCHEDULE NO. 3

\$ 11,000,000 each OCCURRENCE -- General Liability  
as respects Top Deer Wind Ventures, LLC

\$ 11,000,000 each OCCURRENCE -- Pollution Liability  
as respects Top Deer Wind Ventures, LLC

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 1 \_\_\_\_\_ Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

It is agreed that:

I. This POLICY does not apply:

(A) Under any Liability Coverage, to BODILY INJURY or PROPERTY DAMAGE:

- (1) with respect to which an INSURED under this POLICY is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this POLICY not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(B) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to BODILY INJURY resulting from the **hazardous properties of nuclear material** and arising out of the operation of a nuclear facility by any person or organization.

(C) Under any Liability Coverage, to BODILY INJURY or PROPERTY DAMAGE resulting from the **hazardous properties of nuclear material** if:

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of an INSURED or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, sorted, transported or disposed of by or on behalf of an INSURED; or
- (3) the BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to PROPERTY DAMAGE to such **nuclear facility** and any property thereat.

## NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

II. As used in this Endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**;

"**source material**", **special nuclear material** and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** other than the tailings or "**wastes**" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (2) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**;

"**nuclear facility**" means:

- (a) any **nuclear reactor**,
  - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing **spent fuel**, or (iii) handling, processing or packaging **waste**,
  - (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, or
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"PROPERTY DAMAGE" includes all forms of radioactive contamination of property.

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Signature of Authorized Representative



# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 2 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT

**EXPLANATORY NOTE: This Endorsement modifies the POLICY by providing coverage for WRONGFUL EMPLOYMENT PRACTICES, subject to the limitations set forth below and in the POLICY of which this Endorsement forms a part.**

### SUPPLEMENTAL DECLARATIONS

- Item 1:** Aggregate Limit of Liability: \$35,000,000
- Item 2:** Self-Insured Retention
  - A. Self-Insured Retention Each Claimant: \$3,000,000
  - B. Self-Insured Retention Each OCCURRENCE: \$3,000,000
- Item 3:** Coinsurance Percentage: 0
- Item 4:** Pending or Prior Date: DATE

### ENDORSEMENT

(A) The following paragraph is added to Definition (T) PERSONAL INJURY:

The term "PERSONAL INJURY" shall also mean any injury (other than BODILY INJURY or PROPERTY DAMAGE) arising out of one or more WRONGFUL EMPLOYMENT PRACTICE(S) committed during the COVERAGE PERIOD.

For purposes of this Endorsement only, PERSONAL INJURY shall include mental anguish, mental illness or emotional upset resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE. The liability of the COMPANY for ULTIMATE NET LOSS because of actual or alleged PERSONAL INJURY in any way resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE shall be subject to the terms and conditions of this Endorsement.

(B) The following Definitions apply to the coverage provided by this Endorsement:

- (1) WRONGFUL EMPLOYMENT PRACTICE: The term "WRONGFUL EMPLOYMENT PRACTICE" shall mean:
  - (a) DISCRIMINATION,
  - (b) SEXUAL HARASSMENT and
  - (c) WRONGFUL TERMINATION/FAILURE TO PROMOTE.

- (2) **DISCRIMINATION:** The term "DISCRIMINATION" shall mean:
- (a) the failure or refusal to hire or employ an applicant for employment;
  - (b) the failure to promote a current employee;
  - (c) the termination or demotion of a current employee; or
  - (d) treatment of an applicant for employment or current employee in a disparate manner from other similarly-situated applicants or employees in respect to a term, condition, benefit or privilege of employment

based on the applicant's or employee's race, color, creed, citizenship, national origin, religion, age, sex, disability or pregnancy, or in violation of any equivalent protection or rights which have been conferred on any group or individual protecting them against employment discrimination under federal, state or local law. DISCRIMINATION shall also include any retaliation by the employer or the employer's agent against an applicant or employee who complains of DISCRIMINATION as defined above.

- (3) **SEXUAL HARASSMENT:** The term "SEXUAL HARASSMENT" shall mean any sexual advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature,
- (a) that is made or implied as a condition of employment;
  - (b) that uses the submission to or rejection of such conduct as a basis for an employment decision affecting the individual who accepts or rejects such conduct;
  - (c) that unreasonably interferes with an individual's work performance; or
  - (d) that creates an intimidating, hostile or offensive work environment.

- (4) **WRONGFUL TERMINATION/FAILURE TO PROMOTE:** The term "WRONGFUL TERMINATION/FAILURE TO PROMOTE" shall mean the actual or constructive termination of employment, demotion, failure to employ or promote, deprivation of a career opportunity, or employment discipline or evaluation in a manner which violates any local, state or federal law, whether existing by statute or common law, or which breaches any implied contract to continue employment; provided that WRONGFUL TERMINATION/FAILURE TO PROMOTE shall not include termination, failure to employ or promote, deprivation of a career opportunity or employment discipline or evaluation which constitutes DISCRIMINATION or SEXUAL HARASSMENT.

- (C) In addition to the other Exclusions applicable to this POLICY and solely in respect of liability of any INSURED resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE, the COMPANY shall not be liable under this POLICY to make any payment for ULTIMATE NET LOSS arising from any CLAIM(S) made against any INSURED:

- (1) for any payment in connection with an employee benefit plan, any perquisite or fringe benefit, or any other payment to or for the benefit of an employee, other than salary or wages, which becomes due and arises out of an employment relationship or the equivalent value thereof, provided that this Exclusion shall not apply to that portion of the ULTIMATE NET LOSS which constitutes DEFENSE COSTS in Definition (BB) of this POLICY;
- (2) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Fair Labor Standards Act (except the Equal Pay Act of 1963, as amended), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act (WARN Act) or the

Occupational Safety and Health Act (OSHA), including any amendments to and any rules or regulations promulgated under any of the foregoing, or provisions of any similar federal, state or local law. This exclusion shall not apply to any such violation based upon, arising from or in consequence of unlawful retaliation against an employee, prospective employee or former employee on account of said person's actual or attempted exercise of any right or privilege under any such law.

- (3) for any obligation which the INSURED, or any carrier as his insurer, may be held liable under any workers' compensation law, including statutory occupational disease benefits and United States Longshoremen's and Harbor Workers' Act, unemployment compensation or disability benefits laws or under any other similar law, provided that this exclusion shall not apply to any unlawful retaliation against an employee, prospective employee or former employee on account of said person's actual or attempted exercise of any right or privilege under any such law;
  - (4) for any relief other than monetary damages;
  - (5) where, at the Effective Date of this Endorsement, the NAMED INSURED had knowledge of a fact or circumstance which was likely to give rise to such CLAIMS(S) arising from WRONGFUL EMPLOYMENT PRACTICE(S) and which the NAMED INSURED failed to disclose or misrepresented in the Application for this Endorsement, except an Application of Renewal;
  - (6) based upon, arising from or in consequence of any pending or prior civil or criminal litigation or charge or complaint filed with an administrative agency as of the date listed in item (4) of the Supplemental Declarations to this Endorsement alleging WRONGFUL EMPLOYMENT PRACTICE(S);
  - (7) for the liability of any individual INSURED for any acts of the individual INSURED committed with dishonest, fraudulent, criminal or malicious purpose or intent, if such purpose or intent is established by final adjudication, provided that this Exclusion shall not apply to that portion of the ULTIMATE NET LOSS which constitutes DEFENSE COSTS in Definition (BB) of this POLICY;
  - (8) for salary, wages, benefits or any other cost or expense the INSURED shall incur or be required to pay as a result of the reinstatement of a claimant as an employee or the continued employment of such claimant, or which constitutes front pay, future damages or other future economic relief or the equivalent thereof if the INSURED has the option pursuant to a judgment or other final adjudication to reinstate a claimant as an employee but fails or refuses to do so, provided that this Exclusion shall not exclude coverage for any back-pay awarded in connection with a reinstatement;
  - (9) for damages arising from the breach of any express contract of employment or any express obligation to make payments in the event of termination of employment; or
  - (10) based upon, arising from, or in consequence of liability of others assumed by the INSURED under any contract or agreement, either oral or written, except to the extent that the INSURED would have been liable in the absence of the contract or agreement.
- (D) Solely in respect of coverage for WRONGFUL EMPLOYMENT PRACTICES under this Endorsement, Exclusions (H) and (K) are deleted in their entirety.
- (E) As used in this POLICY, "BODILY INJURY" shall not include any injury which constitutes PERSONAL INJURY as defined in this Endorsement.

- (F) The COMPANY shall only be liable for ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement in excess of the Self-Insured Retention as stated in Item 2 of the Supplemental Declarations. The Self-Insured Retention applicable for each Claimant shall be the amount set forth in Item 2(A) of the Supplemental Declarations to this Endorsement with respect to each OCCURRENCE, but not more than the amount set forth in Item 2(B) of the Supplemental Declarations to this Endorsement for all such Claimants with respect to each OCCURRENCE. As used in this Endorsement, "Claimant" shall mean each individual who asserts a CLAIM, or on whose behalf a CLAIM is asserted, whether individually or as a member of a group of named Claimants or class of Claimants.
- (G) The maximum amount payable by the COMPANY in the aggregate for the POLICY PERIOD (including all DISCOVERY PERIODS) for all ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement shall be the amount stated as the Aggregate Limit of Liability in the Supplementary Declarations of this Endorsement.
- (H) With respect to all ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement in excess of the applicable Self-Insured Retention, it is a condition of this insurance that the INSURED shall be uninsured and shall bear the risk of loss for that percentage of all such ULTIMATE NET LOSS stated as the Coinsurance Percentage in Item 3 of the Supplemental Declaration. The COMPANY shall be liable hereunder only for the remaining percentage of all such ULTIMATE NET LOSS, subject to the Aggregate Limit of Liability.
- (I) This Endorsement is issued in reliance upon all statements made and the information furnished to the COMPANY by the Application for this Endorsement, which shall be considered incorporated herein and constituting part of this POLICY.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 2A Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT

**EXPLANATORY NOTE: This Endorsement modifies the POLICY by providing coverage for WRONGFUL EMPLOYMENT PRACTICES, subject to the limitations set forth below and in the POLICY of which this Endorsement forms a part.**

### SUPPLEMENTAL DECLARATIONS

- Item 1:** Aggregate Limit of Liability: \$35,000,000
- Item 2:** Self-Insured Retention
  - A. Self-Insured Retention Each Claimant: \$3,000,000
  - B. Self-Insured Retention Each OCCURRENCE: \$3,000,000
- Item 3:** Coinsurance Percentage: 0
- Item 4:** Pending or Prior Date: the 1<sup>st</sup> day of November, 1996

### ENDORSEMENT

(A) The following paragraph is added to Definition (T) PERSONAL INJURY:

The term "PERSONAL INJURY" shall also mean any injury (other than BODILY INJURY or PROPERTY DAMAGE) arising out of one or more WRONGFUL EMPLOYMENT PRACTICE(S) committed during the COVERAGE PERIOD.

For purposes of this Endorsement only, PERSONAL INJURY shall include mental anguish, mental illness or emotional upset resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE. The liability of the COMPANY for ULTIMATE NET LOSS because of actual or alleged PERSONAL INJURY in any way resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE shall be subject to the terms and conditions of this Endorsement.

(B) The following Definitions apply to the coverage provided by this Endorsement:

- (1) WRONGFUL EMPLOYMENT PRACTICE: The term "WRONGFUL EMPLOYMENT PRACTICE" shall mean:
  - (a) DISCRIMINATION,
  - (b) SEXUAL HARASSMENT and
  - (c) WRONGFUL TERMINATION/FAILURE TO PROMOTE.

- (2) **DISCRIMINATION:** The term "DISCRIMINATION" shall mean:
- (a) the failure or refusal to hire or employ an applicant for employment;
  - (b) the failure to promote a current employee;
  - (c) the termination or demotion of a current employee; or
  - (d) treatment of an applicant for employment or current employee in a disparate manner from other similarly-situated applicants or employees in respect to a term, condition, benefit or privilege of employment

based on the applicant's or employee's race, color, creed, citizenship, national origin, religion, age, sex, disability or pregnancy, or in violation of any equivalent protection or rights which have been conferred on any group or individual protecting them against employment discrimination under federal, state or local law. DISCRIMINATION shall also include any retaliation by the employer or the employer's agent against an applicant or employee who complains of DISCRIMINATION as defined above.

- (3) **SEXUAL HARASSMENT:** The term "SEXUAL HARASSMENT" shall mean any sexual advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature,
- (a) that is made or implied as a condition of employment;
  - (b) that uses the submission to or rejection of such conduct as a basis for an employment decision affecting the individual who accepts or rejects such conduct;
  - (c) that unreasonably interferes with an individual's work performance; or
  - (d) that creates an intimidating, hostile or offensive work environment.

- (4) **WRONGFUL TERMINATION/FAILURE TO PROMOTE:** The term "WRONGFUL TERMINATION/FAILURE TO PROMOTE" shall mean the actual or constructive termination of employment, demotion, failure to employ or promote, deprivation of a career opportunity, or employment discipline or evaluation in a manner which violates any local, state or federal law, whether existing by statute or common law, or which breaches any implied contract to continue employment; provided that WRONGFUL TERMINATION/FAILURE TO PROMOTE shall not include termination, failure to employ or promote, deprivation of a career opportunity or employment discipline or evaluation which constitutes DISCRIMINATION or SEXUAL HARASSMENT.

- (C) In addition to the other Exclusions applicable to this POLICY and solely in respect of liability of any INSURED resulting from, attributable to or associated with a WRONGFUL EMPLOYMENT PRACTICE, the COMPANY shall not be liable under this POLICY to make any payment for ULTIMATE NET LOSS arising from any CLAIM(S) made against any INSURED:

- (1) for any payment in connection with an employee benefit plan, any perquisite or fringe benefit, or any other payment to or for the benefit of an employee, other than salary or wages, which becomes due and arises out of an employment relationship or the equivalent value thereof, provided that this Exclusion shall not apply to that portion of the ULTIMATE NET LOSS which constitutes DEFENSE COSTS in Definition (BB) of this POLICY;
- (2) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Fair Labor Standards Act (except the Equal Pay Act of 1963, as amended), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act (WARN Act) or the

Occupational Safety and Health Act (OSHA), including any amendments to and any rules or regulations promulgated under any of the foregoing, or provisions of any similar federal, state or local law. This exclusion shall not apply to any such violation based upon, arising from or in consequence of unlawful retaliation against an employee, prospective employee or former employee on account of said person's actual or attempted exercise of any right or privilege under any such law.

- (3) for any obligation which the INSURED, or any carrier as his insurer, may be held liable under any workers' compensation law, including statutory occupational disease benefits and United States Longshoremen's and Harbor Workers' Act, unemployment compensation or disability benefits laws or under any other similar law, provided that this exclusion shall not apply to any unlawful retaliation against an employee, prospective employee or former employee on account of said person's actual or attempted exercise of any right or privilege under any such law;
  - (4) for any relief other than monetary damages;
  - (5) where, at the Effective Date of this Endorsement, the NAMED INSURED had knowledge of a fact or circumstance which was likely to give rise to such CLAIMS(S) arising from WRONGFUL EMPLOYMENT PRACTICE(S) and which the NAMED INSURED failed to disclose or misrepresented in the Application for this Endorsement, except an Application of Renewal;
  - (6) based upon, arising from or in consequence of any pending or prior civil or criminal litigation or charge or complaint filed with an administrative agency as of the date listed in item (4) of the Supplemental Declarations to this Endorsement alleging WRONGFUL EMPLOYMENT PRACTICE(S);
  - (7) for the liability of any individual INSURED for any acts of the individual INSURED committed with dishonest, fraudulent, criminal or malicious purpose or intent, if such purpose or intent is established by final adjudication, provided that this Exclusion shall not apply to that portion of the ULTIMATE NET LOSS which constitutes DEFENSE COSTS in Definition (BB) of this POLICY;
  - (8) for salary, wages, benefits or any other cost or expense the INSURED shall incur or be required to pay as a result of the reinstatement of a claimant as an employee or the continued employment of such claimant, or which constitutes front pay, future damages or other future economic relief or the equivalent thereof if the INSURED has the option pursuant to a judgment or other final adjudication to reinstate a claimant as an employee but fails or refuses to do so, provided that this Exclusion shall not exclude coverage for any back-pay awarded in connection with a reinstatement;
  - (9) for damages arising from the breach of any express contract of employment or any express obligation to make payments in the event of termination of employment; or
  - (10) based upon, arising from, or in consequence of liability of others assumed by the INSURED under any contract or agreement, either oral or written, except to the extent that the INSURED would have been liable in the absence of the contract or agreement.
- (D) Solely in respect of coverage for WRONGFUL EMPLOYMENT PRACTICES under this Endorsement, Exclusions (H) and (K) are deleted in their entirety.
- (E) As used in this POLICY, "BODILY INJURY" shall not include any injury which constitutes PERSONAL INJURY as defined in this Endorsement.

- (F) The COMPANY shall only be liable for ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement in excess of the Self-Insured Retention as stated in Item 2 of the Supplemental Declarations. The Self-Insured Retention applicable for each Claimant shall be the amount set forth in Item 2(A) of the Supplemental Declarations to this Endorsement with respect to each OCCURRENCE, but not more than the amount set forth in Item 2(B) of the Supplemental Declarations to this Endorsement for all such Claimants with respect to each OCCURRENCE. As used in this Endorsement, "Claimant" shall mean each individual who asserts a CLAIM, or on whose behalf a CLAIM is asserted, whether individually or as a member of a group of named Claimants or class of Claimants.
- (G) The maximum amount payable by the COMPANY in the aggregate for the POLICY PERIOD (including all DISCOVERY PERIODS) for all ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement shall be the amount stated as the Aggregate Limit of Liability in the Supplementary Declarations of this Endorsement.
- (H) With respect to all ULTIMATE NET LOSS because of damages for PERSONAL INJURY as defined in this Endorsement in excess of the applicable Self-Insured Retention, it is a condition of this insurance that the INSURED shall be uninsured and shall bear the risk of loss for that percentage of all such ULTIMATE NET LOSS stated as the Coinsurance Percentage in Item 3 of the Supplemental Declaration. The COMPANY shall be liable hereunder only for the remaining percentage of all such ULTIMATE NET LOSS, subject to the Aggregate Limit of Liability.
- (I) This Endorsement is issued in reliance upon all statements made and the information furnished to the COMPANY by the Application for this Endorsement, which shall be considered incorporated herein and constituting part of this POLICY.

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Signature of Authorized Representative



# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 3 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **AMENDATORY EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT**

EXPLANTORY NOTE: This endorsement modifies the EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT, subject to the limitations set forth below and in the POLICY of which this Endorsement forms a part.

Exclusions ( C ) ( 4 ) and ( C ) ( 9 ) are deleted and replaced with the following:

For that portion of ULTIMATE NET LOSS that constitutes INDEMNITY in Definition (BB) of this POLICY and arises out of:

- (a) any relief other than monetary damages, or
- (b) the cost associated with the breach of any express contract of employment or any express obligation to make payments in the event of termination of employment, except the exclusion shall not apply to the extent that the INSURED would have been liable for damages in the absence of such express employment contract;

Exclusion ( C ) ( 8 ) is deleted and replace by the following:

( C ) ( 8 ) for compensation earned by the claimant in the course of employment; other than front pay, or for future damages or future economic relief, other than front pay, when the INSURED fails or refuses to reinstate an employee pursuant to a judgment or other final adjudication, provided that this Exclusion shall not apply when the CLAIM is based upon actual or alleged wrongful discharge, dismissal, or termination of employment;

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 4 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## TERRORISM LIMITS AND TRIA ENDORSEMENT

THIS ENDORSEMENT LIMITS THE AMOUNT THAT YOU MAY RECOVER UNDER THIS POLICY FOR LOSS AND DEFENSE COSTS ARISING OUT OF ACTS OF TERRORISM AND PROVIDES SPECIAL REPORTING AND PAYMENT PROCEDURES FOR LOSSES SUSTAINED BECAUSE OF SUCH ACTS.

AS A RESULT OF THIS ENDORSEMENT, YOUR COVERAGE MAY BE REDUCED BY PAYMENTS MADE UNDER OTHER POLICIES ISSUED TO YOU. YOUR COVERAGE ALSO MAY BE REDUCED BY PAYMENTS MADE UNDER POLICIES ISSUED TO PERSONS UNRELATED TO YOU BY THE COMPANY OR BY OTHER PROPERTY AND CASUALTY INSURERS.

### SUPPLEMENTAL DECLARATIONS

Member Terrorism Aggregate Limit: \$ 35,000,000

Shared Terrorism Aggregate Limit: \$250,000,000

Scheduled Policies: **C0898A1A03, E0898A1A03, F0898A1A03, X0898A1A03, B0898A1A03**

Words and phrases which appear in all capital letters have the special meanings set forth in the POLICY and this Endorsement.

### COVERAGE A: TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT OF 2002 (THE "FEDERAL ACT")

- (A) The COMPANY will pay for "**insured loss**" resulting from an "**act of terrorism**" pursuant to the terms and conditions of this POLICY (Each **bolded term** is defined by the Federal Act; those definitions control the COMPANY's grant of coverage under this POLICY).
- (B) The Member Terrorism Aggregate Limit shall be reduced by "**insured loss**" paid under all MEMBER POLICIES (as such term is defined in Coverage B of this Endorsement) issued in the same calendar year. The Member Terrorism Aggregate Limit shall be the amount set forth in the Supplemental Declarations.
- (C) The Shared Terrorism Aggregate Limit shall be reduced by "**insured loss**" paid under all COVERED POLICIES (as such term is defined in Coverage B of this Endorsement) issued during calendar years 2002 through 2005, inclusive. The Shared Terrorism Aggregate Limit shall be the amount set forth in the Supplemental Declarations.
- (D) Should the Member Terrorism Aggregate Limit or the Shared Terrorism Aggregate Limit be completely reduced by "**insured loss**," the COMPANY will still be responsible for insuring additional "**insured losses**" pursuant to the terms and conditions of this POLICY. If you have also purchased terrorism coverage under Coverage B of this Endorsement, should the Member Terrorism Aggregate Limit or the Shared Terrorism Aggregate Limit be completely reduced by "**insured loss**" and/or TERRORISM LOSS (as such term is defined in Coverage B of this Endorsement), the COMPANY will still be responsible for insuring additional

## TERRORISM LIMITS AND TRIA ENDORSEMENT

"insured losses" pursuant to the terms and conditions of this POLICY, but will no longer be responsible for insuring additional TERRORISM LOSSES pursuant to Coverage B of this Endorsement.

- (E) Pursuant to the Federal Act, if the total "insured losses" of all property and casualty insurers reach \$100 billion during any applicable period, the COMPANY will not be liable under this POLICY for its portion of such losses that exceed such amount. Therefore, the amounts we pay to you pursuant to this Coverage A may be reduced. Because of this, the COMPANY may reserve its rights when making payments to you for "insured losses" and may require an undertaking from you to return to the COMPANY any overpayment.

### COVERAGE B: TERRORISM COVERAGE BEYOND THE SCOPE OF THE FEDERAL ACT

Subject to the coverage provided in Coverage A:

- (A) The most that the COMPANY will pay for TERRORISM LOSS shall be limited to the Member Terrorism Aggregate Limit and the Shared Terrorism Aggregate Limit. These limits (1) apply independently, (2) are part of and not in addition to any other limits contained in this POLICY and (3) shall not be used to increase any other Limit(s) of Liability contained in this POLICY or any other insurance policy issued by the COMPANY.
- (B) The Member Terrorism Aggregate Limit is the maximum amount that the COMPANY will pay in the aggregate for TERRORISM LOSS under all MEMBER POLICIES issued in the same calendar year, regardless of the number of OCCURRENCES, WRONGFUL ACTS or ACT(S) OF TERRORISM or the number of insureds affected thereby.
- (C) The Shared Terrorism Aggregate Limit is the maximum amount that the COMPANY will pay in the aggregate for TERRORISM LOSS under all COVERED POLICIES issued during calendar years 2002 through 2005, inclusive, regardless of the number of OCCURRENCES, WRONGFUL ACTS or ACT(S) OF TERRORISM or the number of insureds affected thereby.
- (D) Once the COMPANY has made payments under this POLICY or any other MEMBER POLICIES totaling the Member Terrorism Aggregate Limit, then the COMPANY shall have no obligation to make any additional payment for TERRORISM LOSS under this POLICY or any other MEMBER POLICY, even if this results in an insured under one policy receiving a greater proportion of total payments made by the COMPANY than another insured under the same or a different policy.
- (E) If the COMPANY's total liability for TERRORISM LOSS under all COVERED POLICIES (without giving effect to the Shared Terrorism Aggregate Limit) exceeds the Shared Terrorism Aggregate Limit, then the COMPANY's liability for TERRORISM LOSS under this POLICY shall be limited to the Proportionate Share of the Shared Terrorism Aggregate Limit. The Proportionate Share shall mean the ratio determined by dividing:
- (1) the COMPANY'S total liability under this POLICY for TERRORISM LOSS (without giving effect to the Shared Terrorism Aggregate Limit) by
  - (2) the COMPANY'S total liability under all COVERED POLICIES issued during calendar years 2002 through 2005, inclusive, for all TERRORISM LOSS (without giving effect to the Shared Terrorism Aggregate Limit).
- (F) The COMPANY reserves the right to delay payment of all or part of any amount claimed by an insured for TERRORISM LOSS until the limits applicable to such TERRORISM LOSS can be reasonably ascertained by the COMPANY.
- (G) Any payment made with respect to an ACT OF TERRORISM shall be subject to being refunded until final determination by the COMPANY of the total TERRORISM LOSS of all insureds under COVERED POLICIES. The COMPANY may condition any payment of any TERRORISM LOSS upon receipt by the COMPANY of the written agreement of the insured receiving such payment (or on whose behalf such payment is made) to repay to the COMPANY any portion of such amount subsequently determined by the COMPANY to be in excess of the limits hereunder.

- (H) All CLAIMS arising out of or resulting from an ACT OF TERRORISM shall be deemed to have been made when the first written notice of a claim or "Notice of Circumstances" under a COVERED POLICY is given to the COMPANY for the ACT OF TERRORISM or a loss or potential loss arising out of an ACT OF TERRORISM, regardless of whether such written notice of a claim or "Notice of Circumstance" is made by the NAMED INSURED or any other party insured by the COMPANY.
- (I) Upon receiving written notice of a claim or notice of circumstances under a COVERED POLICY that the COMPANY determines involves loss or potential loss arising out of an ACT OF TERRORISM, the COMPANY will send a notice to the INSURED first named in the Declarations stating that the COMPANY has received a written notice of claim or notice of circumstances arising out of an ACT OF TERRORISM. Not later than six months after the date of such notice by the COMPANY, any insured having or expecting to have a claim for TERRORISM LOSS arising out of the ACT OF TERRORISM covered by COMPANY's notice must submit to the COMPANY an estimate of all projected TERRORISM LOSS for which coverage is claimed or is expected to be claimed under this POLICY, including the basis for the projected amount of the loss. The insured shall promptly notify the COMPANY of any material change in the amount claimed or expected to be claimed.
- (J) This POLICY covers only actual TERRORISM LOSS amounts reported to the COMPANY not later than three years after the date that the ACT OF TERRORISM giving rise to such TERRORISM LOSS is first known to have occurred or a reasonable estimate of TERRORISM LOSS reported to the COMPANY not later than three years after such date based on information and circumstances as of the time such estimate is reported. This paragraph shall not be construed to require the COMPANY to pay any loss in excess of actual TERRORISM LOSS.
- (K) "TERRORISM LOSS" means direct or indirect loss, damage, liability, costs or expenses, including defense costs, occasioned by, happening through or as a direct or indirect consequence of any ACT OF TERRORISM regardless of any other cause or event contributing concurrently or in other sequence to the loss, damage, liability, costs or expenses and regardless of when such loss, damage, liability, costs or expenses become manifest or known. Any loss claimed due to the failure to take proper precautions to avert losses from an ACT OF TERRORISM or the failure to continue business after an ACT OF TERRORISM shall be considered to be occasioned by such ACT OF TERRORISM.
- (L) "ACT OF TERRORISM" means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property or infrastructure, or the threat of such act, that is reasonably believed to have been committed (a) for political, religious and/or ideological reasons; and (b) either (1) to intimidate, coerce or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear or coercion, (3) to affect the conduct of a government or the public or a section of the public, (4) to disrupt any segment of a country's economy or (5) for any similar reason. An ACT OF TERRORISM shall also include any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police, state security, national guard and anti-terrorism agencies) in deterring, responding to, combating or retaliating against terrorism or removing debris from a terrorist attack.
- (M) "MEMBER POLICIES" means the Scheduled Policies listed in the Supplemental Declarations and endorsements to or extensions, renewals or replacements of any such policies. A replacement shall include, but not be limited to, any policy similar to the Scheduled Policy where the first "Named Insured" or "Company" on the Scheduled Policy is an "Insured" on the replaced policy.
- (N) "COVERED POLICIES" means all Excess Liability, Directors and Officers Liability, General Partner Liability, Public Officials Liability, Fiduciary and Employee Benefit Liability, Workers' Compensation, Excess Workers' Compensation, Professional Liability and Punitive Damages Insurance Policies issued or reinsured by the COMPANY, and all endorsements to and extensions of such policies.

- (O) "WRONGFUL ACT" has the meaning given to such term in any applicable COVERED POLICY or MEMBER POLICY.

For purposes of this Endorsement, an insurance policy shall be deemed to be issued during the calendar year if the first day of the "Policy Period" (as defined in each such policy) was during the calendar year. In the case of a policy covering multiple twelve month periods, the policy shall be deemed to have been renewed on, and the first day of the "Policy Period" shall be deemed to be, the anniversary date of the policy.

The COMPANY has the right to modify this Endorsement, without consideration, if legislation is enacted by the Federal government of the United States that would, in any way, affect the coverage being provided by this Endorsement.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 5 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## AMENDATORY ENDORSEMENT

EXPLANATORY NOTE: This endorsement modifies the EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT, subject to the limitations set forth below and in the POLICY of which this Endorsement forms a part.

Exclusions (C)(4) and (C)(9) are deleted and replaced with the following:

for that portion of ULTIMATE NET LOSS that constitutes INDEMNITY in Definition (BB) of this POLICY and arises out of

- (a) any relief other than monetary damages, or
- (b) the cost associated with the breach of any express contract of employment or any express obligation to make payments in the event of termination of employment, except the exclusion shall not apply to the extent that the INSURED would have been liable for damages in the absence of such express employment contract;

Exclusion (C)(8) is deleted and replaced by the following:

(C)(8) for compensation earned by the claimant in the course of employment; other than front pay, or for future damages or future economic relief, other than front pay, when the INSURED fails or refuses to reinstate an employee pursuant to a judgment or other final adjudication, provided that this Exclusion shall not apply when the CLAIM is based upon actual or alleged wrongful discharge, dismissal, or termination of employment;

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 6 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## CARE, CUSTODY AND CONTROL ENDORSEMENT

In consideration of the additional premium included in the Policy Premium stated in Item 4 of the Declarations, it is understood and agreed that, notwithstanding anything contained in this POLICY or any Endorsement thereto to the contrary except for section (3) of Exclusion (F) of the POLICY, this POLICY is hereby amended as follows:

Exclusion (B) of this POLICY is deleted and replaced as follows:

(B) for PROPERTY DAMAGE to:

- (1) property owned by the INSURED;
- (2) property leased by or rented to the INSURED for a period (including any extensions or renewals) of more than one hundred eighty (180) days;
- (3) the INSURED'S PRODUCTS arising out of such products or any part of such products; or
- (4) work performed by or on behalf of the INSURED arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith. As respects to COMPLETED OPERATIONS LIABILITY, this Exclusion (B) (4) does not apply if the damaged work or the work out of which the damage arises was performed on behalf of the INSURED by a subcontractor.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 7 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## COMMUNITY SERVICE ACTIVITY ENDORSEMENT

**EXPLANATORY NOTE: This Endorsement extends coverage to employees performing certain community service activity at the request of the NAMED INSURED in the manner and subject to the limitations set forth below and in the POLICY of which this Endorsement forms part.**

Definition (L) "INSURED" is amended to include as an INSURED any employee of the NAMED INSURED while acting within the scope of his duties for, or specific function at, a COMMUNITY SERVICE ORGANIZATION, service for or at which has been specifically requested by the NAMED INSURED and is performed without compensation other than reimbursement of expenses and nominal per diem allowances (honorariums), subject to the following provisions:

- (A) With respect to ULTIMATE NET LOSS for which such INSURED becomes liable and for which the NAMED INSURED is not required or permitted by applicable common law or statutory law, its corporate Charter or Bylaws or other arrangement to indemnify such INSURED, the UNDERLYING LIMIT shall be zero and not as set forth in Item 6 of the Declarations to this POLICY.
- (B) In addition to the other Exclusions applicable to this POLICY and solely in respect of liability of any INSURED arising out of an employee's activities or duties for, or function at, a COMMUNITY SERVICE ORGANIZATION at the specific request of the NAMED INSURED, this POLICY shall not apply and the COMPANY shall not be liable to make any payment for ULTIMATE NET LOSS with respect to any CLAIM(S) made against any INSURED for any liability of any INSURED based upon, arising out of or attributable to:
  - (1) the rendering of or failure to render any service of a professional nature, including but not limited to the rendering of or failure to render: any medical, surgical, dental, x-ray or nursing service or treatment, including the furnishing of food or beverages in connection therewith; any service or treatment intended to be conducive to health; the furnishing or dispensing of drugs or medical, surgical or dental supplies or appliances; professional services by architects, engineers, surveyors, accountants, lawyers or insurance agents or brokers; or data processing services.
  - (2) for liability based upon, arising out of or attributable to any actual, alleged or threatened discharge, dispersal, release or escape of any POLLUTANTS, into or upon any person, thing or place including land, atmosphere, any man-made structure and any above or below ground watercourse or body of water.



### COMMUNITY SERVICE ACTIVITY ENDORSEMENT

- (C) For the purposes of this Endorsement, the term "COMMUNITY SERVICE ORGANIZATION" means an organization, no part of the income or assets of which are distributable to its owners, stockholders or members and which is formed and operated to promote the welfare of a community and not for the pecuniary profit or financial gain of its owners, stockholders or members.
- (D) If any INSURED is undertaking or has undertaken at the specific request of the NAMED INSURED any activity for or at a COMMUNITY SERVICE ORGANIZATION the coverage afforded by this POLICY:
- (1) shall be specifically excess of any other indemnity or insurance available to such INSURED by reason of such activity; and
  - (2) shall not be construed to extend to the COMMUNITY SERVICE ORGANIZATION for or at which the INSURED is undertaking or has undertaken any activity, nor to any other director, officer or employee of, or acting for, such entity.
- (E) Nothing in this Endorsement shall reinstate, increase or in any way expand the COMPANY'S Limits of Liability as set forth in Section I(B) of the POLICY.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 8 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## STANDARDS BOARD ACTIVITY ENDORSEMENT

**EXPLANATORY NOTE: This Endorsement extends coverage to employees serving on STANDARDS BOARDS at the request of the NAMED INSURED in the manner and subject to the limitations set forth below and in the POLICY of which this Endorsement forms part.**

STANDARDS BOARD Activity Aggregate Limit of Liability for the POLICY PERIOD: \$35,000,000

Definition (L) "INSURED" is amended to include as an INSURED any employee of the NAMED INSURED while acting within the scope of his duties for, or specific function on, a STANDARDS BOARD, service for or on which has been specifically requested or authorized by the NAMED INSURED and is performed without compensation other than reimbursement of expenses and nominal per diem allowances (honorariums), subject to the following provisions:

(A) For the purposes of coverage for activities undertaken by an employee for or on a STANDARDS BOARD as provided in this Endorsement, Definition (T) PERSONAL INJURY shall be deleted in its entirety and replaced with the following:

The term "PERSONAL INJURY" shall mean any injury (other than BODILY INJURY or PROPERTY DAMAGE) arising out of any actual or alleged neglect, error, misstatement, misleading statement or omission actually or allegedly caused, committed or attempted by an employee while acting within the scope of his duties for, or specific function on, a STANDARDS BOARD at the specific request or authorization of the NAMED INSURED.

(B) With respect to ULTIMATE NET LOSS for which such INSURED becomes liable and for which the NAMED INSURED is not required or permitted by applicable common law or statutory law, its corporate Charter or Bylaws or other arrangement to indemnify such INSURED, the UNDERLYING LIMIT shall be zero and not as set forth in Item 6 of the Declarations to this POLICY.

(C) The maximum amount payable by the COMPANY under this POLICY (including this Endorsement) in the aggregate for all ULTIMATE NET LOSS by reason of liability of any INSURED arising out of an employee's activities or duties for, or position on, a STANDARDS BOARD shall be the amount stated above in this Endorsement as the Aggregate Limit of Liability.

(D) With respect to ULTIMATE NET LOSS by reason of any OCCURRENCE arising out of an employee's activities or duties for or position on, a STANDARDS BOARD:

(1) if such OCCURRENCE results in liability being imposed upon one or more INSUREDS under this POLICY and also upon insureds under any other policy issued by the COMPANY to any person or organization; and

### STANDARDS BOARD ACTIVITY ENDORSEMENT

- (2) the total of the ULTIMATE NET LOSS under this POLICY and the ultimate net loss under such other policies issued by the COMPANY equals or exceeds \$35,000,000:

the maximum amount payable by the COMPANY under this Endorsement and POLICY in the aggregate for all ULTIMATE NET LOSS resulting from such OCCURRENCE shall be the lesser of, the Limit of Liability stated above in this Endorsement as the Standards Board Activity Aggregate Limit of Liability, or the product of:

- (a) the Limit of Liability stated above in this Endorsement as the Standards Board Activity Aggregate Limit of Liability divided by the total limits of liability per occurrence applicable to such OCCURRENCE under all policies issued by the COMPANY; and
- (b) \$35,000,000.

If the amount paid under this POLICY with respect to such OCCURRENCE exceeds the INSURED'S proportionate share of the \$35,000,000 as determined above, the INSURED shall refund such excess to the COMPANY promptly.

- (E) In addition to the other Exclusions applicable to this POLICY and solely in respect of liability of any INSURED arising out of an employee's activities or duties for, or position on, a STANDARDS BOARD at the specific request or authorization of the NAMED INSURED, this POLICY shall not apply and the COMPANY shall not be liable to make any payment for ULTIMATE NET LOSS with respect to any CLAIM(S) made against any INSURED for any liability of any INSURED based upon, arising out of or attributable to:

- (1) an employee, director or officer of the NAMED INSURED acting in the capacity of a director, officer or trustee of a STANDARDS BOARD.
- (2) BODILY INJURY or PROPERTY DAMAGE.
- (3) the violation of any responsibility, obligation or duty imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto or by similar common or statutory law of the United States of America or any state or other jurisdiction therein.
- (4) (a) the rendering of advice with respect to;
- (b) the interpreting of; or
- (c) the handling of records in connection with the enrollment, termination or cancellation of employees under any group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits and any other employee benefit programs.
- (5) any failure or omission on the part of any INSURED to effect and maintain insurance(s).
- (6) any CLAIM if any other policy or policies also afford(s) coverage in whole or in part for such CLAIM(S); except, this exclusion shall not apply:
- (a) to the amount of ULTIMATE NET LOSS with respect to such CLAIM(S) which is in excess of the limit of liability of such other policy or policies and any applicable deductible or retention thereunder; or
- (b) with respect to coverage afforded such CLAIM(S) by any other policy or policies purchased or issued specifically as insurance underlying or in excess of the coverage afforded under this POLICY;
- provided always that nothing herein shall be construed to cause this POLICY to contribute with any other policy or policies or to make this POLICY subject to any of the terms of any other policy or policies.

### STANDARDS BOARD ACTIVITY ENDORSEMENT

- (7) any CLAIM by, on behalf of, in the right of, at the request of, or for the benefit of any INSURED, any security holder of any INSURED or any STANDARDS BOARD.
- (8) any liability assumed by the INSURED under CONTRACT, which liability would otherwise not attach.
- (9) liability arising out of the failure to complete on time, or within a prescribed period of time any work product.
- (10) any actual, alleged or threatened discharge, dispersal, release or escape of any POLLUTANTS, into or upon any person, thing or place including land, atmosphere, any man-made structure and any above or below ground watercourse or body of water.
- (11) any liability if a judgment or other final adjudication adverse to the INSURED establishes that such liability:
  - (a) was brought about or contributed to by the active and dishonest, fraudulent, criminal or malicious act or omission of such INSURED material to the cause of action so adjudicated;
  - (b) arose out of the dilution, passing off or infringement of patent, copyright, trademark, service mark or trade name; or
  - (c) arose out of activities in violation of antitrust or monopoly prohibitions, activities in restraint of trade, unfair methods of competition or deceptive acts and practices in trade and commerce including, without limitation, the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act and the Hart-Scott Rodino Antitrust Improvements Act and the similar or equivalent laws of the various states or other jurisdictions.
- (F) For the purposes of this Endorsement, the term STANDARDS BOARD means an organization, committee, board, task force or similar body no part of the income or assets of which are distributable to its owners, stockholders or members and which is formed and operated to study, evaluate, recommend, set, formulate or promulgate standards relating to operations of the NAMED INSURED and not for the pecuniary profit or financial gain of its owners, stockholders or members.
- (G) In addition to the Conditions applicable to this POLICY with respect to this Endorsement, the following shall apply to the coverage provided by this Endorsement:
  - (1) The acts, omissions or warranties of any INSURED shall not be imputed to any other INSURED with respect to the coverage applicable under this Endorsement.
  - (2) If any INSURED is undertaking or has undertaken at the specific request or authorization of the NAMED INSURED any activity for or on a STANDARDS BOARD the coverage afforded by this POLICY:
    - (a) shall be specifically excess of any other indemnity or insurance available to such INSURED by reason of such activity; and
    - (b) shall not be construed to extend to the STANDARDS BOARD in which the INSURED is undertaking or has undertaken any activity, nor to any other director, officer or employee of, or acting for, such entity.
  - (3) Nothing in this Endorsement shall reinstate, increase or in any way expand the COMPANY'S Limits of Liability as set forth in Section I(B) of this POLICY.

Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 9 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **WATERCRAFT AND AIRCRAFT LIABILITY ENDORSEMENT**

In consideration of the additional premium included in the Policy Premium stated in the Declarations, it is understood and agreed that, notwithstanding anything contained In this POLICY or any Endorsement thereto to the contrary, this POLICY is hereby amended as follows:

Exclusion (A) of this POLICY is hereby deleted.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 10 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## EMERGENCY ASSISTANCE AGREEMENT ENDORSEMENT

For the purposes of this Endorsement, the term "EMERGENCY ASSISTANCE CONTRACT" means a contract or agreement expressed or implied whereby one or more utility companies (a "responding company") agrees to provide emergency assistance to the NAMED INSURED in the form of personnel or equipment to aid in maintaining or restoring utility service when such service has been disrupted by acts or the elements, equipment malfunctions, accidents, sabotage or any other event where the responding company and the NAMED INSURED deem emergency assistance to be necessary or advisable.

Definition (Z) "PROPERTY DAMAGE" is amended to include the following: The term "PROPERTY DAMAGE" shall also mean: (1) any increase in cost of workers' compensation or employers' liability insurance or self-insurance to a responding company where liability for such increased cost is assumed by the NAMED INSURED pursuant to an EMERGENCY ASSISTANCE CONTRACT; and (2) physical damage to or destruction of property owned by a responding company which occurs during an emergency assistance situation.

Any damage to or loss of property owned or used by a responding company for which the NAMED INSURED has become liable under an EMERGENCY ASSISTANCE CONTRACT shall be deemed to have resulted from an OCCURRENCE and also deemed to be a liability assumed by the INSURED under CONTRACT and thus within the coverage provided by INSURING AGREEMENT (A).

Exclusion (B) is deleted, but only with respect to liability for physical damage to or destruction of property owned by a responding company which occurs during an emergency assistance situation where such liability is assumed by the NAMED INSURED under an EMERGENCY ASSISTANCE CONTRACT.

The COMPANY'S Limit of Liability with respect to ULTIMATE NET LOSS for damages because of PROPERTY DAMAGE as provided by this Endorsement shall be \$35,000,000 any one OCCURRENCE but shall in no event exceed the Limit of Liability stated in Item 5 of the Declarations.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 11 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **FAILURE TO SUPPLY EXCLUSION ENDORSEMENT**

Section III, Exclusions, (D)(2) is deleted in its entirety and replaced by the following:

- (2) the combined capacity of the INSURED'S installed production facilities and contractual supply arrangements is equal to or greater than one hundred percent (100%) of the electricity demand or one hundred percent (100%) of the gas demand (whichever demand is applicable) immediately preceding such failure, on the INSURED'S electric or gas system.

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Signature of Authorized Representative



# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 12 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **AMENDED DEFINITION OF CONTRACT ENDORSEMENT**

Section II, Definition (E), is deleted in its entirety and replaced by the following:

(E) CONTRACT: The term "CONTRACT" shall mean an agreement to assume the liability of another for BODILY INJURY, PERSONAL INJURY or PROPERTY DAMAGE which occurs subsequent to the making of such agreement.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 13 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **LIBERALIZATION CLAUSE ENDORSEMENT**

Section IV, "Conditions", is amended to include the following:

- (U) In the event the COMPANY revises or replaces its standard POLICY form to provide additional coverage without an additional charge, this POLICY will automatically provide the additional coverage as of the day the revision becomes effective, which shall be, for purposes of this Endorsement, the first day of the month stated on the pre-printed form of the POLICY.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 14 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **CONDITION (Q) CANCELLATION ENDORSEMENT**

Condition (Q) Cancellation is deleted in its entirety and replaced with the following:

### (Q) Cancellation

The POLICY may not be cancelled by the COMPANY or the INSURED except for cancellation due to nonpayment of premium. Such cancellation shall be effective ten (10) days after the COMPANY has mailed written notice to the INSURED.

The proof of mailing notice to the address of the INSURED stated in Item 7 of the Declarations shall be sufficient proof of notice and the insurance under this POLICY shall end on the effective date and hour of cancellation stated in the notice. Delivery of such notice by the COMPANY shall be equivalent to mailing.

The offer by the COMPANY of renewal on terms or premiums different from those in effect during the POLICY PERIOD shall not constitute cancellation or refusal to renew this POLICY.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 15 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **CONDITION (D) WARRANTY AMENDMENT ENDORSEMENT**

Section IV, "Conditions" (D), Warranty is deleted in its entirety and replaced by the following:

### (D) Application

The NAMED INSURED agrees as follows:

- (1) it has no knowledge at POLICY inception of any fact or circumstance not disclosed to the COMPANY in the Application for this POLICY which is likely to give rise to a CLAIM hereunder; and
- (2) that, based upon reasonable inquiry and to the best of its knowledge and belief:
  - (a) all information provided to the COMPANY in the Application for this POLICY is true and correct; and
  - (b) no material information has been withheld.

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Signature of Authorized Representative

# ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 16 Effective Date of Endorsement November 1, 2003

Attached to and forming part of POLICY No. X0898A1A03

NAMED INSURED Entergy Corporation

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

## **AMENDMENT OF DEFINITION (P) NAMED INSURED**

It is hereby understood and agreed that Section II Definition (P) is deleted in its entirety and replaced by the following:

(P) NAMED INSURED: The term "NAMED INSURED" shall:

- (1) mean the organization(s) named in Item 1 of the Declarations and any subsidiary company in line of corporate descent from such owned organization(s) and/or controlled and/or associated and/or affiliated and/or subsidiary companies and/or companies and/or corporation and/or limited liability corporations and/or JOINT VENTURES and/or partnerships including those which did exist or as may be hereafter created or constituted and/or for whom the INSURED may received instruction to insure and/or have assumed responsibility to insure as a NAMED INSURED.

Including any officer, director, stockholder, member, partner, or employee of an INSURED, but only in respect of a claim made against him or his or her capacity as such.

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Signature of Authorized Representative