ace usa

LIABILITY COVERAGES DECLARATIONS
ACE AMERICAN INSURANCE COMPANY

NAMED INSURED: MONTANA UNIVERSITY SYSTEM
and address: 2500 Broadway
HELENA, MT 59601
POLICY NUMBER: PHFD38396936 001 **POLICY PERIOD:** 07/01/2013 to 07/01/2014
at 12:01 Standard Time at the address shown above

COVERAGES	LIMITS OF INSURANCE
(Insurance applies only to those coverages for which a Limit of Insurance is shown)	
	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury Limit (any one person or organization)
$1,000,000	Damage To Premises Rented to You Limit (any one premises)
$25,000	Medical Expenses Limit (any one person)
	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
$1,000,000	Each Claim
$1,000,000	Annual Aggregate Limit
	CONTINGENT AUTO LIABILITY COVERAGE FORM
$1,000,000	Each Accident

☐ PREMIUM AUDIT APPLIES.
☒ PREMIUM AUDIT DOES NOT APPLY.

COVERAGE TERRITORY FOR LIABILITY COVERAGES

The Coverage Territory for COMMERCIAL GENERAL LIABILITY COVERAGE, EMPLOYEE BENEFITS COVERAGE, and CONTINGENT AUTO LIABILITY COVERAGE means:

ANYWHERE IN THE WORLD but excluding the United States of America (including its territories and possessions), and Puerto Rico and except as otherwise limited or extended by this insurance.

In jurisdictions where we may be prevented by law or otherwise from paying on behalf of or defending the insured, we will:

1. indemnify the insured for those sums that the "insured" becomes legally obligated to pay as damages to which the insurance applies and;
2. pay the cost of defense and aid and manage the insured's defense.

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CONTINGENT AUTO LIABILITY COVERAGE FORM

THIS INSURANCE MAY NOT BE OFFERED IN SATISFACTION OF INSURANCE REQUIREMENTS OF ANY MOTOR VEHICLE LAW ANYWHERE.

SECTION I – LIABILITY COVERAGE

A. Insuring Agreement

The insurance provided by this Coverage Form is "contingent".

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or for a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Contingent Auto Liability Coverage Form Limit of Insurance has been exhausted by payment of judgments or settlements.

Subject to the settlement, investigation and defense provisions, Policy Period, and Coverage Territory Conditions, this insurance applies to claims made or "suits" brought worldwide.

B. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

1. All expenses we incur.
2. Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
3. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
4. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.
5. All court costs taxed against the "insured" in any "suit" against the "insured" we defend.
6. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

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C. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. "Workers' Compensation and Similar Laws"

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of this Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

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a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

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c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Nuclear

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of "nuclear". We shall have no duty or obligation to provide or pay for the investigation or defense of any "suit" excluded under "nuclear".

15. Statutory Coverage

Satisfaction of any mandatory insurance or financial responsibility requirement imposed by any statute, ordinance or regulation in any jurisdiction.

SECTION II – COVERED AUTOS

The following are covered "autos":

A. Owned Autos

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Only those "autos" you own (and any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

B. Hired Autos

Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

C. Non-owned Autos

Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

D. Mobile Equipment Subject to Compulsory or Financial Responsibility Or Other Motor Vehicle Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

E. Newly Acquired Autos

Those "autos" that you acquire of the types described in Paragraphs **A.**, **B.**, **C.**, and **D.** above for the remainder of the Policy Period.

F. Other Covered Autos

The following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION III - WHO IS AN INSURED

The following are "insureds":

A. You for any covered "auto".

B. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

1. The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

4. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

5. A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

C. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

SECTION IV - LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement attached to this Coverage Form.

SECTION V – AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

1. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

   a. How, when and where the "accident" or "loss" occurred;

   b. The "insured's" name and address; and

   c. To the extent possible, the names and addresses of any injured persons and witnesses.

2. Additionally, you and any other involved "insured" must:

   a. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

   b. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

   c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

   d. Authorize us to obtain medical records or other pertinent information.

   e. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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B. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

1. There has been full compliance with all the terms of this Coverage Form; and

2. We agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

C. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

D. Other Insurance

1. Excess Insurance

The insurance provided by this Coverage Form is excess. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is "auto" coverage, including, but not limited to, any "auto" coverage required by law, regulation or other governmental authority. Our Limits of Insurance will be reduced by the amount of such other insurance including any deductibles or self-insured retention amounts.

The insurance provided by this Coverage Form will not act as a substitute for any "auto" coverage required by law, regulation or other governmental authority. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the coverage required by law, regulation or other governmental authority was in full force and effect.

2. Primary Insurance

The insurance provided by this Coverage Form will take the place of primary insurance when the insured has no primary insurance, provided that such primary insurance is not required by law, regulation or other governmental authority.

E. Maintenance of Underlying Insurance

1. The "insured" must have maintain "auto" insurance required by law, regulation or other governmental authority in full force and effect during the policy period, except for reduction of aggregate limits due to payments of claims, judgments or settlements.

2. The following additional provisions apply with respect to Owned "Autos" or Hired "Autos (as those terms are described in **SECTION II – COVERED AUTOS, A. Owned Autos** and **B. Hired Autos** above) that you lease for a continuous period of more than thirty (30) consecutive days:

   a. The "insured" must have and maintain primary "auto" insurance (herein referred to as "underlying insurance") in full force and effect throughout the policy period with minimum limits:

   (1) As required by applicable motor vehicle insurance law and/or financial responsibility law; or

   (2) Equivalent to $25,000 each "accident" Combined Single Limit for "bodily injury" and "property damage";

   whichever is higher.

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b. The coverage provided by this Coverage Form is excess. Our Limits of Insurance will be reduced by the amount of such underlying insurance including any deductibles or self-insured retention amounts.

c. If the "insured" fails to have and maintain such underlying insurance as shown above, the coverage provided herein will apply as if such underlying insurance was in full force and effect.

F. Premium Audit

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

G. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

1. During the Policy Period shown in the Declarations; and
2. Within the "coverage territory" for COMMERCIAL AUTO LIABILITY COVERAGE shown in the Declarations.
3. We also cover "accidents" involving a covered "auto" while being transported between places which are in the "coverage territory."

H. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

I. Knowledge Of An Accident

Knowledge of an "accident" by any of your agents, servants or employees shall not constitute knowledge by you unless one of your executive officers or anyone responsible for administering your insurance program has received notice from the agent, servant or employee.

J. Expanded Coverage Territory and Currency

All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the "insured" became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

SECTION VI – DEFINITIONS

A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. **"Auto"** means:

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1. A land motor vehicle, "trailer" or semi trailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. **"Contingent"** means insurance issued to apply to claims or "suits" arising from "accidents" outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the insured has no "primary" insurance which applies.

"Contingent" insurance will pay only the amount by which its limit exceeds the limits of any "primary" insurance, including "primary" insurance issued on an excess basis, which applies.

When this insurance is "contingent", we have the right but not the duty to defend.

If no "primary" insurance applies, then we have the duty to defend.

E. **"Coverage Territory"** means "Coverage Territory for Liability Coverages" shown in the Declarations.

The "coverage territory" also includes:

1. International waters or airspace, provided the "loss" to, or "accident" involving, a covered "auto" was during the course of transportation from one place to another when both places are not within the United States of America (including its territories and possessions), Puerto Rico or Canada;

2. The United States of America (including its territories and possessions), Puerto Rico or Canada, if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in any country other than the United States of America (including its territories or possessions), Puerto Rico or Canada.

F. **"Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

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c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

G. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

H. **"Insured"** means any person or organization qualifying as an "insured" in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim or "suit" is brought.

I. **"Insured contract"** means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

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a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

J. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

K. **"Loss"** means direct and accidental loss or damage.

L. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

   a. Equipment designed primarily for:

      (1) Snow removal;

      (2) Road maintenance, but not construction or resurfacing; or

      (3) Street cleaning;

   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

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However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

M. "Nuclear" means:

1. Under any Liability Coverage, to "bodily injury" or "property damage":

   a. With respect to which any insured under the policy who 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 other similar nuclear energy liability insurance underwriting association or organization, 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

   b. 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 other law or regulation requiring the insured to maintain such financial protection 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 other country, or any agency thereof, under any agreement entered into by the United States of America, or any other country, or any agency thereof, with any person or organization.

2. Under any Medical Payments coverage, 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.

3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

   a. 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;

   b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any insured; or

   c. 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".

As used in this definition of "nuclear":

a. "Hazardous properties" includes radioactive, toxic, or explosive properties;

b. "Nuclear material" means "source material," "special nuclear material" or "by-product material";

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in Atomic Energy Act of 1954 or any law amendatory thereof;

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

e. "Waste" means any waste material (1) containing by-product 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 Paragraph (1) or (2) of the definition of "nuclear facility";

f. "Nuclear facility" means:

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(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing, or packaging "wastes";

(3) 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;

(4) Any structure, basin, excavation, premises or place prepared or used for 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;

g. "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;

h. "Property damage" includes all forms of radioactive contamination of property.

N. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, biological material, bacteria, virus and intangibles which negatively affect the health and welfare of people, disrupt ecological balance, or desecrate the environment and negatively impact plants and non-human species. Waste means any substance or material that: (a) is left over, or no longer in use, or discarded; (b) is to be reclaimed, recycled, or reconditioned; or (c) has been removed, treated, stored, or disposed of as part of any environmental remediation, clean-up or response effort. Waste includes, but is not limited to, animal, human, medical and biological waste, even if used or intended for use as fertilizer or for any other use.

O. **"Primary"** means insurance issued to respond prior to other insurance to claims or "suits" brought in the country in which such insurance was issued. "Primary" insurance may include insurance for claims or "suits" arising from "occurrences" which take place outside the country in which such insurance was issued.

P. **"Property damage"** means damage to or loss of use of tangible property.

Q. **"Suit"** means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

R. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

S. **"Trailer"** includes a semi-trailer.

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T. **"Workers' Compensation and Similar Laws"** means any workers compensation law, occupational disease law or any other legal authority imposing liability for or requiring payment of compensation, benefits, medical care or loss of wages to an "employee" by reason of "bodily injury" or disease arising during the course of employment regardless of whether such payment is required to be made by the employer or any governmental entity.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured MONTANA UNIVERSITY SYSTEM			Endorsement Number 010
Policy Symbol PHF	Policy Number D38396936 001	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies coverage under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

SCHEDULE

Limits

$ 50,000 Each Accident

It is agreed that

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.

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2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" arising directly or indirectly out of:

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Schedule above.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.

2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

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F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured MONTANA UNIVERSITY SYSTEM			Endorsement Number 011
Policy Symbol PHF	Policy Number D38396936 001	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

EXCLUSION - INJURY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

The following is added to Section I – Exclusions of the Contingent Auto Liability Coverage Form:

This insurance does not apply to "bodily injury" or "property damage" to any person who is a student, chaperon or other participant of any presentation, production, musical or entertainment group, performance, tour, study group, travel group, class or similar type activity that you present, produce, sponsor, conduct or provide.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured MONTANA UNIVERSITY SYSTEM			Endorsement Number 012
Policy Symbol PHF	Policy Number D38396936 001	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

EXCLUSION – WAR OR TERRORISM

This endorsement modifies coverage under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

It is agreed that:

1. **SECTION I – LIABILITY COVERAGE** is amended by deleting subsection **C. Exclusions,** part **12. War** in its entirety and replacing it with the following:

   12. War or Terrorism

   "Bodily injury" or "property damage" arising, directly or indirectly, out of:

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

   d. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

   regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

   We will have no duty of any kind with respect to any such loss, demand, claim or "suit."

2. The following definition is added to the **SECTION VI - DEFINITIONS:**

   "Terrorism" means activities against persons, organizations or property of any nature:

   1. That involves the following or preparation for the following:

   a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or

d. Use, release or escape or nuclear materials; or

e. Commission or threat of an act that directly or indirectly results or threatens to result in nuclear reaction or radiation or radioactive contamination; or

f. Dispersal or application of pathogenic or poisonous biological or chemical materials; or

g. Release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "terrorism" was to release such materials; and

2. When one or both of the following applies:

   a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

   b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

"Terrorism" shall also include any incident determined to be such by a government official, department or agency that has been specifically authorized by federal statute or executive order to make such a determination.

All other terms and conditions of this policy remain unchanged.

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Named Insured MONTANA UNIVERSITY SYSTEM			Endorsement Number 013
Policy Symbol PHF	Policy Number D38396936 001	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

HIRED AUTO PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies coverage under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

SECTION II – COVERED AUTOS, B. is amended to add the following:

HIRED AUTO PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

We will reimburse you, at replacement cost, up to $50,000 per "accident" for physical damage "loss" to a hired "auto" or its equipment while in the care, custody, or control of an insured.

You may pay for "loss" to a hired "auto" that was damaged while in your care, custody, or control. We will reimburse you for that payment. Our consent for such payment is not required, but we do require proof of "loss" and proof that the payment was made for "loss" to a covered "auto" before we will reimburse you.

EXCLUSIONS

In addition to the Contingent Auto Liability Coverage Form exclusions, we will not pay for "loss" to any covered "auto" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

1. **Racing or Demolition**

   We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. Also, we will not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

2. **Wear and tear**

   We will not pay for "loss" caused by or resulting from any of the following:

   a. Wear and tear, freezing, mechanical, or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

3. **Tapes, Records, and Equipment**

We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar or laser emissions.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in paragraph (3) above.

Care, Custody, or Control

The exclusion for care, custody or control is deleted solely with respects to this endorsement.

SECTION IV – LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" or in any one policy period for hired auto physical damage coverage is the lesser of:

1. The replacement cost of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. $50,000 for any one "accident" or $50,000 in any one policy period.

SECTION V – AUTO CONDITIONS

Duties in the Event of Accident, Claim, "Suit" or Loss

For hired auto physical damage coverage to apply, you must also do the following if there is a loss to a hired "auto" or its equipment:

3. Promptly notify the local police, civil guard, militia, or other appropriate local legal authority if the hired "auto" or any of its equipment is stolen.

4. Take all reasonable steps to protect the hired "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.

5. Assume no obligation, make no payment, or incur any expense other than for hired "auto" physical damage coverage without our consent, except at the insured's own cost.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured MONTANA UNIVERSITY SYSTEM			Endorsement Number 017
Policy Symbol PHF	Policy Number D38396936	Policy Period July 01, 2013 to July 01, 2014	Effective Date of Endorsement July 01, 2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

FELLOW EMPLOYEE COVERAGE

This endorsement modifies coverage under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

It is agreed that

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Fellow Employee Exclusion contained in **SECTION III—WHO IS AN INSURED** does not apply.

All other terms and conditions of this policy remain unchanged.

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