



ace usa

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

INSURING AGREEMENT

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 have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. 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 Limit of Insurance has been exhausted by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

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

1. All expenses we incur.
2. Up to \$250 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" we defend, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the "insured" in any "suit" we defend.
6. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" 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.

EXCLUSIONS

This insurance does not apply to any of the following:

Expected or Intended Injury

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

Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

1. Assumed in a contract or agreement that is an "insured contract"; or
2. That the "insured" would have in the absence of the contract or agreement.

Workers Compensation

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.

Employee Indemnification and Employers Liability

"Bodily injury" to:

1. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1. 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."

Fellow Employee

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

Care, Custody or Control

"Property damage" to 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.

Handling of Property

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

1. Before it is accepted by the "insured" for movement into or onto the covered "auto"; or
2. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

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."

Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 2. and 3. of the definition of "mobile equipment."

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:

1. Work or operations performed by you or on your behalf; and
2. 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 1. or 2. 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.

Pollution

"bodily injury" or "property damage" arising out of the discharge, dispersal, release or escape of:

1. smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals or liquids; or
2. gases, waste materials or other irritants, contaminants or pollutants,

into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

any loss, cost or expense arising out of or in any way related to any governmental direction or other demand or request that you test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralize any irritants, pollutants or contaminants, and we shall not have the duty to defend any claim or "suit" seeking to impose such cost, expense, damages or any other relief.

War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

Nuclear

"Nuclear"

SECTION II - COVERED AUTOS

The following are covered "autos":

Owned "Autos"

Those "autos" you own (and any "trailers" you do not own while attached to power units you own), including those "autos" you acquire ownership of after the policy begins.

Hired "Autos"

Those "autos" you lease, hire, rent or borrow; but not including any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

Nonowned "Autos"

Those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business, including "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

Newly Acquired "Autos"

Those "autos" that you acquire for the remainder of the Policy Period.

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 breakdown, repair, servicing, "loss", or destruction.

SECTION III - WHO IS AN INSURED

The following are "insureds":

1. You for any covered "auto."
2. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - a. 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.
 - b. Your employee, if the covered "auto" is owned by that employee or a member of his or her household. This exception does not apply during any use of the covered "auto" by the employee for your business or your personal affairs.
 - c. Someone using a covered "auto," while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - d. Anyone other than your employees, partners, a lessee or borrower or any of their employees while moving property to or from a covered "auto."
 - e. A partner of yours for a covered "auto" owned by him or her or a member of his or her

household. This exception does not apply during any use of the covered "auto" by the partner for your business or your personal affairs.

3. Anyone else who is not otherwise excluded under paragraph 2. above and is liable for the conduct of an "insured" 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 all damages resulting from any one "accident" is the Limit of Insurance for Contingent Auto Liability Coverage shown in the Declarations.

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

SECTION V - AUTO CONDITIONS

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

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:

1. How, when and where the "accident" or "loss" occurred;
2. The "insured's" name and address; and
3. To the extent possible, the names and addresses of any injured persons and witnesses.

Additionally, you and any other involved "insured" must

1. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
2. Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
3. Cooperate with us in the investigation, settlement or defense of the claim or "suit."
4. Authorize us to obtain medical records or other pertinent information.
5. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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.

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.

Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

Concealment, Misrepresentation or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Form;
2. The covered "auto";
3. Your interest in the covered "auto"; or
4. A claim under this Coverage Form.

Other Insurance

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

When this Coverage Form and any other Coverage Form or policy covers on the same "contingent" basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The insurance provided by this Coverage Form will not act as a substitute for any compulsory "auto" insurance. Failure of the "insured" to comply with compulsory insurance requirements shall not invalidate this insurance, but in the event of such failure, we will only be liable to the same extent as if the "insured" had complied with such requirements.

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. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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 CONTINGENT AUTO LIABILITY COVERAGE shown in the Declarations.

We also cover "accidents" involving a covered "auto" while being transported between places which are in the "coverage territory."

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 any affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI- DEFINITIONS

Accident

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

Auto

means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

Bodily injury

means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Contingent

means insurance issued to apply to claims or "suits" arising from "occurrences" outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the "insured" has no "primary" insurance coverage 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 coverage applies, we have the duty to defend.

Coverage territory

means "Coverage Territory for Liability Insurances" shown in the Declarations.

The "coverage territory" also includes:

1. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation from one place to another when both places are within the United States of America (including its territories and possessions) and Puerto Rico; and
2. the United States of America (including its territories and possessions) and Puerto Rico, 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 and possessions) and Puerto Rico, or in a settlement we agree to.

Insured

means any person or organization qualifying as an insured in Section III WHO IS AN INSURED of this Coverage Form. 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.

Insured contract

means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "autos";
7. That part of any other contract or agreement pertaining to your business, under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

1. That pertains to the loan, lease or rental of any "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. 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.

Loss

means direct and accidental loss or damage.

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, fork-lifts 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 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 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:
 - i. Snow removal;

- ii. Road maintenance, but not construction or resurfacing;
- iii. 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 and well servicing equipment.

Nuclear

means this insurance does not apply:

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

1. With respect to which an "insured" under the 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 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
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 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;

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;

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, stored, 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.

As used in this definition of "nuclear":

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear facility" means:

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 "waste;"
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 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 material" means "source material," "special nuclear material" or "by-product material;"

"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.

"Source material," "special nuclear material," and "by-product 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 a) 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 b) 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."

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.

Property damage

means damage to or loss of use of tangible property.

Suit

means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

Trailer

includes semitrailer.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 001

Effective: October 1, 2005

Policy Year From: October 1, 2005

To: October 1, 2006

Company Name: ACE American Insurance Company

| | | |
|---|-----------------------------------|---------------------------|
| Premium: <input checked="" type="checkbox"/> Included | <input type="checkbox"/> \$ _____ | Due When Coverage Begins: |
|---|-----------------------------------|---------------------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE MEDICAL PAYMENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

LIMIT OF LIABILITY:

\$10,000 each person \$20,000 each accident

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 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 premises.
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.
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" caused by declared or undeclared war or insurrection or any or their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insured," 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 above.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for AUTO MEDICAL PAYMENTS COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US Condition does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident or your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

All other terms and conditions remain unchanged.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 014

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

| | | |
|---|-----------------------------------|---------------------------|
| Premium: <input checked="" type="checkbox"/> Included | <input type="checkbox"/> \$ _____ | Due When Coverage Begins: |
|---|-----------------------------------|---------------------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

For the purpose of this coverage endorsement, SECTION II – COVERED AUTOS is amended to cover only hired "autos."

Section I.I HIRED AUTO PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

We will reimburse you, at replacement cost, up to \$25,000 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":

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.

Wear and tear

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

1. Wear and tear, freezing, mechanical, or electrical breakdown.
2. Blowouts, punctures or other road damage to tires.

Tapes, Records, and Equipment

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

1. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
2. Equipment designed or used for the detection or location of radar or laser emissions.
3. 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.
4. 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. \$1,000 for any one "accident" or \$10,000 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:

6. 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.
7. 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.
8. 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 remain unchanged.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 015

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: Included \$ _____ Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of this policy remain unchanged.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 012

Effective: July 1, 2008

Policy Year From: July 1, 2008

To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: Included \$ _____ Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DELETION OF FELLOW EMPLOYEE EXCLUSION

This endorsement modifies insurance under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

SECTION 1 – LIABILITY COVERAGE – Exclusion is amended as follows:

The Fellow Employee Exclusion is deleted.

All other terms and conditions remain unchanged.



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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD36742069

Endorsement Number: 004

Effective: October 1, 2005

Policy Year From: October 1, 2005

To: October 1, 2006

Company Name: ACE American Insurance Company

| | | |
|---|-----------------------------------|---------------------------|
| Premium: <input checked="" type="checkbox"/> Included | <input type="checkbox"/> \$ _____ | Due When Coverage Begins: |
|---|-----------------------------------|---------------------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR OR TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTINGENT AUTO LIABILITY COVERAGE FORM

- A. War Exclusions under EXCLUSIONS of SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and SECTION I – LIABILITY COVERAGE of the CONTINGENT AUTO LIABILITY COVERAGE FORM are deleted in their entirety and replaced by the following:

This insurance does not apply to:

War or Terrorism

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

1. War, including undeclared or civil war;
2. 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
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. “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.”

- B. The following exclusion is added to EXCLUSIONS of SECTION I – COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

This insurance does not apply to "personal injury" or "advertising injury" arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. 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
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. "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."

C. Exclusion 8. under EXCLUSIONS of SECTION I – COVERAGE C. MEDICAL PAYMENTS of COMMERCIAL GENERAL LIABILITY COVERAGE does not apply.

D. The following definition is added to the DEFINITIONS Section of the Coverage Forms:

"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 of nuclear materials; or
 - e. Use, release or escape of nuclear materials that directly or indirectly results 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 remain unchanged.



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U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.