ace usa

Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 010 | Effective: July 1, 2008

Policy Year From: July 1, 2008 | To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: ☐ Included ☒ $ 4,399 | Due When Coverage Begins:

INTERNATIONAL ADVANTAGE
COMMERCIAL INSURANCE RENEWAL DECLARATION

LINE OF COVERAGE	LIMITS		PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	$1,000,000	each "occurrence"	
	$2,000,000	products/completed operations aggregate	
	$1,000,000	personal & advertising injury aggregate	
	$1,000,000	premises damage limit (each "occurrence")	
	$10,000	medical expense limit (any one person)	
CONTINGENT AUTOMOBILE LIABILITY COVERAGE	$1,000,000	each "accident"	
HIRED AUTO PHYSICAL DAMAGE	$25,000	each one "accident"	
	$25,000	each one Policy Period	
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT	$1,000,000	each claim	
	$1,000,000	annual aggregate	
EMPLOYERS RESPONSIBILITY			
I. BENEFITS FOR VOLUNTARY COMPENSATION			
North Americans:	STATE OF HIRE		
Third Country Nationals:	COUNTRY OF ORIGIN		
Local Nationals:	COUNTRY OF ORIGIN		
II. EXECUTIVE ASSISTANCE SERVICES	$1,000,000	policy limit for Medical Assistance Services	
EMPLOYERS LIABILITY			
BODILY INJURY BY ACCIDENT	$1,000,000	each accident	
BODILY INJURY BY DISEASE including by "endemic disease"	$1,000,000	each employee	
BODILY INJURY BY DISEASE including by "endemic disease"	$1,000,000	policy limit	
AD&D	SEE ATTACHED		
EMPLOYEE DISHONESTY	NOT COVERED		
COMMERCIAL PROPERTY	NOT COVERED		
CARGO	NOT COVERED	"personal property" in transit	
K&E	SEE ATTACHED	per cause of loss	
TOTAL PREMIUM			$4,399
TOTAL MINIMUM EARNED PREMIUM:			$2,500

PREMIUM AUDIT DOES NOT APPLY

All other terms and conditions remain unchanged
Not valid unless countersigned by a duly authorized representative

Willis of Seattle Inc

505 5th Aveue South
Suite 200
Seattle, WA 98104

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 011 Effective: July 1, 2008

Policy Year From: July 1, 2008 To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD NAMED INSURED

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

It is agreed that the Named Insured is amended to include the following:

The Named Insured shown on the declarations and all subsidiary, affiliated, associated, and allied companies, entities, divisions, corporations, firms or individuals, joint ventures or other interests which exist now or may hereafter exist, in which the Named Insureds have 50% or more controlling interest, or coming under their active control, for which the Insured has the responsibility of placing insurances, but solely as respects the interests of the Named Insureds, as their respective rights and interests may appear.

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 012 Effective: July 1, 2008

Policy Year From: July 1, 2008 To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BROAD FORM VENDORS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person: Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Your Products: All of "Your Products"

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to above as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 013 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: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 014 Effective: July 1, 2008

Policy Year From: July 1, 2008 To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE OF OCCURRENCE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In the event of an occurrence to which this policy applies, written notice containing particulars sufficient to identify the insured and also reasonable obtainable information with respect to the time, place and circumstances of the occurrence shall be given by or for the insured to the company or its authorized agents as soon as practical after knowledge thereof comes to the Corporate Insurance Manager of the Named Insured, however, failure to notify the Company of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 015 Effective: July 1, 2008

Policy Year From: July 1, 2008 To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: [X] 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: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 016 Effective: July 1, 2008

Policy Year From: July 1, 2008 To: July 1, 2009

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR COVERAGE

This endorsement modifies insurance under the following:

EMPLOYERS RESPONSIBILITY COVERAGES FORMS

The War Exclusion under EXCLUSION - ALL COVERAGES is deleted, but subject to the following conditions:

A. The insurance provided under this endorsement applies only with respect to:

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions), Puerto Rico and;

2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1 above.

B. TERRITORY

For the purpose of this endorsement only, the "Coverage Territory" is amended to read: ANYWHERE IN THE WORLD but excludes:

1. The United States of America (including its territories or possessions), Puerto Rico and

2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America; and

3. Afghanistan, Albania, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bosnia & Herzegovina, Burundi, Cambodia, Central African Republic, Colombia, Cote d'Ivoire, Cuba, Democratic Republic of Congo (formerly Zaire), Egypt, Eritrea, Ethiopia, Federal Republic of Yugoslavia, Georgia, Guinea-Bissau, Haiti, India, Indonesia, Iran, Iraq, Israel, Jordan, Kosovo, Kuwait, Kyrgyz Republic, Lebanon, Liberia, Libya, Macedonia, Nigeria, North Korea, Northern Ireland, Oman, Pakistan, Peru, Philippines, Qatar, Rwanda, Saudi Arabia, Serbia, Sierra Leone, Somalia, Sri Lanka, Sudan, Syria, Tajikistan, Turkey, Uganda, United Arab Emirates, Uzbekistan, Venezuela, West Bank and Gaza, Yemen, Zimbabwe.

C. CANCELLATION

Coverage provided by this endorsement is subject to 10 days Notice of Cancellation, notwithstanding any cancellation clause to the contrary contained elsewhere in the Policy.

All other terms and conditions of this policy remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1111 02-2005	Signature Page - Endorsement
IT8W31 01-2003	Renewal Certificate with Executive Assistance (Advantage)
IT1061 01-2003	Broad Named Insured
IT1003 09-2006	Additional Insured - Broad Form Vendors
IT1043 01-2003	Amendment - Deletion of Fellow Employee Exclusion
IT1035 01-2003	Amendment - Notice of Occurrence
IT1555 11-2006	Trade Or Economic Sanctions Endorsement
IT1228 09-2007	War Coverage
IT1104 05-2008	Letter to Broker wiith Executive Assistance

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 017 Effective: June 6, 2008

Policy Year From: December 1, 2006 To: July 1, 2008

Company Name: ACE American Insurance Company

Premium: ☐ Included	☒ $ 200 MP	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COVERAGE ADDITION

This endorsement modifies insurance provided under the following:

KIDNAP AND EXTORTION

Effective June 6, 2008.

Effective June 6, 2008 until July 1, 2008, coverage above has been added to the named policy.

In consideration of an additional premium of $200, ACE will provide coverage for Kidnap & Extortion in Beijing, China and Moscow, Russia.

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1111 02-2005	Signature Page - Endorsement
IT1109 01-2003	Amendment - Coverage Addition

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International Advantage

Commercial Insurance Policy

INTRODUCTION

This is your commercial insurance policy. It offers a wide range of protection designed to meet today's complex insurance needs. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

How to Read This Policy

This policy is keyed to the coverages shown in the Declarations. You have only those coverages for which a limit or other specification is shown in the Declarations.

This policy may provide several different kinds of coverage. The forms included explain the coverages shown in the Declarations, and include certain extensions of coverage that may apply.

Whenever a loss occurs or a claim is to be presented, there are certain things you must do to help us settle the claim. These are described in the **CONDITIONS** sections of your policy.

Finally, read the **COMMON POLICY CONDITIONS.** This section gives you information on when and where the policy will be in effect, the payment of premiums, changes in the policy and cancellation. The **COMMON POLICY CONDITIONS** also contains other important information about the policy.

You, Your, We, Us, and Our

Throughout the policy the terms "you" and "your" mean the person, people, or organization shown as the Named Insured in the Declarations. "We," "us," and "our" mean the insurance company issuing this policy. Besides you, there may be other people "insured" under certain parts of the policy.

Insured

The word "insured" means any person or organization qualifying as such under the WHO IS AN INSURED sections of the coverage form in which they appear.

Word in Quotation Marks

Words and phrases that appear in quotation marks have the special meaning given to them in the Section - DEFINITIONS of the coverage form in which they appear.

By signing and delivering the policy to you, we state that it is a valid contract when counter-signed by our authorized representative.

ACE AMERICAN INSURANCE COMPANY

GEORGE D. MULLIGAN, Secretary

JOHN J. LUPICA, President

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INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

Company Name: ACE American Insurance Company

GENERAL DECLARATIONS

NAMED INSURED AND MAILING ADDRESS:

State of Montana

PO Box 200124
Helena, MT 59620

POLICY NUMBER: PHFD37065602

RENEWED OR IN PLACE OF: NEW

PRODUCER NUMBER/OFFICE: IT4278/SEU

NAMED INSURED IS: Corporation

OTHER INTEREST: NONE

POLICY PERIOD:
when coverage begins: December 1, 2006
when coverage ends: December 1, 2007

DECLARATIONS EFFECTIVE December 1, 2006

PREMIUM AUDIT DOES NOT APPLY

PREMIUM: $2,500	Due When Coverage Begins

These Declarations apply for the Policy Period shown above from the Declarations Effective date. Together with the policy sections for Coverages, Common Policy Conditions and Endorsements, these Declarations complete your policy. For renewal Policy Periods, all Endorsements for the expiring Policy Period are continued in full force and effect unless specifically deleted.

If the General Declarations indicate that the insurance is subject to audit or a reporting option, the premium stated is an estimate and subject to adjustment.

Name and Mailing Address of Producer:

Willis of Seattle Inc

505 5th Aveue South
Suite 200
Seattle, WA 98104

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Named Insured: State of Montana

Policy: PHFD37065602 Declarations Effective: December 1, 2006

Company Name: ACE American Insurance Company

LIABILITY COVERAGES DECLARATIONS

Insurance applies only to those coverages for which a Limit of Insurance is shown:

LIMITS OF INSURANCE		COVERAGES
COMMERCIAL GENERAL LIABILITY COVERAGE		
$	1,000,000	each "occurrence"
$	1,000,000	products/completed operations aggregate
$	1,000,000	personal & advertising injury aggregate
$	1,000,000	premises damage limit (each occurrence")
$	10,000	medical expense limit (any one person)
CONTINGENT AUTOMOBILE LIABILITY COVERAGE		
$	1,000,000	each "accident"
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT		
$	1,000,000	each claim
$	1,000,000	annual aggregate

COVERAGE TERRITORY FOR LIABILITY COVERAGES:

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

ANYWHERE IN THE WORLD
but excludes:

1. the United States of America (including its territories and possessions) and Puerto Rico
2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

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 this insurance applies and
2. pay the cost of defense and aid and manage the insured's defense.

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Named Insured: State of Montana

Policy Number: PHFD37065602 Declarations Effective: December 1, 2006

Company Name: ACE American Insurance Company

EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS

I. BENEFITS FOR VOLUNTARY COMPENSATION

North Americans	: STATE OF HIRE
Third Country Nationals	: COUNTRY OF ORIGIN
Local Nationals	: COUNTRY OF ORIGIN

II. EXECUTIVE ASSISTANCE SERVICES
$ 500,000 policy limit for Medical Assistance Services

III. EMPLOYERS LIABILITY			
Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease including by "endemic disease"	$	1,000,000	each employee
Bodily Injury by Disease including by "endemic disease"	$	1,000,000	policy limit

In jurisdictions where we may be prevented by law or otherwise from paying on your behalf or defending you, we will:

1. indemnify you for those sums you become legally obligated to pay as damages to which this insurance applies; and

2. pay the cost of your defense and aid and manage such defense.

Coverage Territory for Employers Responsibility Coverages

This insurance applies

1. to claims you make for "voluntary compensation" and repatriation for employees of your workplaces included below;

2. to claims or suits for damages for employers liability brought against you by employees of your workplaces included below;

3. to assistance rendered to employees of your workplaces included below, when traveling 100 miles or more from home, and to "expatriate employees" without limitation of travel distance:

ANYWHERE IN THE WORLD

but excludes:

1. the United States of America (including its territories and possessions) and Puerto Rico

2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

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NAMED INSURED: State of Montana

POLICY NUMBER: PHFD37065602 DECLARATIONS EFFECTIVE: December 1, 2006

COMPANY NAME: ACE American Insurance Company

ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE DECLARATIONS

Insurance applies only to those coverages for which a Principal Sum is shown.

Accidental Death and Dismemberment – Medical Coverage:

COVERAGE A
Principal Sum: $ 25,000 Spouse: $ NOT COVERED Child: $ NOT COVERED

COVERAGE B
Principal Sum: $ NOT COVERED Spouse: $ NOT COVERED Child: $ NOT COVERED

AGGREGATE LIMIT OF LIABILITY: $ 1,500,000

Accidental Death and Dismemberment and Medical Coverages including Occupational Injury:

COVERAGE A
Principal Sum: $ NOT COVERED Spouse: $ NOT COVERED Child: $ NOT COVERED

COVERAGE B
Principal Sum: $ NOT COVERED Spouse: $ NOT COVERED Child: $ NOT COVERED

AGGREGATE LIMIT OF LIABILITY: $

Accidental Death and Dismemberment and Medical Coverage for Educational Services

COVERAGE A
Principal Sum: $ NOT COVERED

COVERAGE B
Principal Sum: $ NOT COVERED

AGGREGATE LIMIT OF LIABILITY: $

For ACE Accident and Health policies combined per occurrence. The company shall not be liable for any amount in excess of the above stated aggregate limit of liability. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this policy exceeds such aggregate limit of liability, the Company shall not be liable as respects each covered person(s) for a greater proportion of the indemnity otherwise payable than the aggregate limit of liability bears to the aggregate amount of all such indemnities.

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Named Insured: State of Montana

Policy Number: PHFD37065602 Declarations Effective: December 1, 2006

Company Name: ACE American Insurance Company

KIDNAP AND EXTORTION DECLARATIONS

Insurance Applies only to those coverages for which a Limit of Insurance is shown.

Limits		Causes of Loss
$ 50,000	Each Loss No Annual Aggregate	Extortion/Ransom Moneys Payment
$ 50,000	Each Loss No Annual Aggregate	In transit Extortion/Ransom Moneys Loss
$ 50,000	Each Loss No Annual Aggregate	Kidnap and Extortion Expenses
$ 50,000	Each Loss No Annual Aggregate	Legal Costs
$ 50,000	Each Loss No Annual Aggregate	Detention Expenses
$ 10,000	Sub-limit Each Life	Medical, Death or Dismemberment
$ 50,000	Sub-limit Each Loss	Medical, Death or Dismemberment
$ 50,000	Each Loss No Annual Aggregate	Incident Repsonse

Covered Person(s):

1. All Officers, Directors and Employees of the Named Insured;

Territory:

Worldwide but excluding the following countries:
Afghanistan, Algeria, Angola, Brazil, Chad, Colombia, Congo, Cuba, Georgia, Indonesia, Iran, Iraq, North Korea, Liberia, Libya, Mexico, Nepal, Nigeria, Pakistan, Peru, Philippines, Saudi Arabia, Sri Lanka, East Timor, Russia, Sierra Leone, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe

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COMMON POLICY CONDITIONS

GENERAL CONDITIONS

These General Conditions apply to the entire policy.

When Your Coverage Begins

Your coverage under this policy will begin and end at 12:01 a.m. standard time at the address of the Named Insured and on the dates shown in the Declarations. However, if this policy replaces other coverage that ends on the same day this policy begins, this policy will not take effect until the other coverage ends.

Premium

You agree to pay the premium shown in the Declarations when due. If you are paying the premium in installments, you agree to pay each of the installments when they are due. If the premium is subject to audit or reporting provisions of the policy, you will pay when due additional premium in accordance with those provisions, and we will pay when due any refund in accordance with those provisions.

Currency

The currency which applies to insurances under this policy is stated in the Declarations. If a loss recoverable under this policy is agreed in another currency, conversion will be at the free rate of exchange on the date of agreement. The actual cost of repair or replacement which is not incurred until after the date of agreement will be settled at the time the actual costs are incurred.

Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of such loss or damage.

Maintaining Records

You agree to maintain records that we need to compute your premium and to send us copies of them at the end of the Policy Period, or at our request.

Renewal

We have the option of continuing the policy from year to year. We will base the premium for each renewal on our current rules and rates at the time of renewal.

Sole Agent

If more than one person or organization is insured under this policy, the first one named in the Declarations will act on behalf of all others.

Conformity With Law

If any of the terms of this policy (and forms attached to it) conflict with any law of the state in which the policy is issued, the policy is amended to conform to such law.

YOUR DUTIES AND RIGHTS

Misrepresentation and Fraud

This entire policy is void if:

1. you have concealed or misrepresented any material fact or circumstance concerning this insurance; or

2. you make any attempt to defraud us either before or after a loss.

Recovery Rights

If we pay a claim under this policy, we are entitled, to the extent of our payment, to take over your related rights of recovery from other people and organizations. You have an obligation not to make it harder for us to enforce these rights. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

Transfer of Legal Rights

You agree not to transfer any legal rights or interest you have in this policy without our prior written consent.

However, if you are an individual and you die, we will provide the following coverage:

1. We will cover your legal representative, who is performing his or her duties as representative, against any claims for damage or loss covered under this policy.

2. We will cover any person who has temporary legal custody of your property, but only until a qualified legal representative is appointed.

Inspection and Audit

While this policy is in effect, we may, at any reasonable time, inspect your business property and operations. If we do, however, neither our inspection nor any report of it can serve as a representation that your property or operations are safe or that they comply with any law, rule or regulation.

We can also, at any reasonable time, examine and audit your books and records for anything we believe may relate to this insurance. We have the right to examine and audit your books and records for three years after your policy ends.

Bankruptcy and Insolvency

If you or your estate becomes bankrupt or insolvent, we will still be bound by the provisions of this policy.

CANCELLATION AND CHANGE

Either you or we can cancel this policy at any time.

Your Cancellation

You can cancel this policy by sending us written notice of the future date you want the coverage to end. We will then refund on a pro rata basis any unearned portion of the premium you paid.

Our Cancellation

We can cancel this policy by sending to you, at your address shown in the Declarations, notice of the effective date of cancellation. We must do this at least 90 days prior to the cancellation date, unless we are canceling the policy because you failed to pay your premiums. In that case, we will give you only 10 days notice. Mailing or delivery of the notice will be proof that you were informed of the cancellation. We will also notify any mortgagee shown in the Declarations.

We will then refund on a pro rata basis any unearned portion of the premium you paid.

We may refund the unearned premium at the time of cancellation, or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as explained above.

Changes

Notice to any of our agents or knowledge possessed by any such agent will not:

1. change any part of this policy;
2. remove any of the provisions of this policy; or
3. keep us from enforcing any of the rights this policy gives us.

The only way to change the terms of this policy is to attach a written endorsement issued by us to be an addition to this policy.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the Policy Period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages.

But:

1. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;

2. We may investigate and settle any claim or "suit" at our discretion; and

3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

"Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

EXCLUSIONS

This insurance does not apply to:

Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

Contractual

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. 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.

Alcoholic Beverages Business

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;

2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Workers Compensation

Any obligation of the insured under a 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 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.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

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.

Aircraft, "Autos," Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;

2. A watercraft you do not own that is:

   a. Less than 50 feet long; and

   b. Not being used to carry persons or property for a charge;

3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph 6.b. or 6.c. of the definition of "mobile equipment" in Section V.

Mobile Equipment

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

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

2. The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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"

Care, Custody, or Control

"Property damage" to:

1. Property you own, rent, or occupy;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you:

4. Personal property in your care, custody or control;

5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

"Property Damage" to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

"Property Damage" to "Your Work"

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

Failure to Perform

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

Sistership

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";

2. "Your work"; or

3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person

or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Premises Legal Exception

Only the exclusions above for EXPECTED OR INTENDED INJURY and for CONTRACTUAL apply to damage to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

1. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

2. We may investigate and settle any claim or "suit" at our discretion; and

3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

This insurance applies to "personal injury" only if caused by an offense:

1. Committed in the "coverage territory" during the Policy Period; and

2. Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

This insurance applies to "advertising injury" only if caused by an offense committed:

1. In the "coverage territory" during the Policy Period; and

2. In the course of advertising your goods, products or services.

EXCLUSIONS

This insurance does not apply to:

"Personal injury" or "advertising injury";

1. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

2. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;

3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

4. For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

"Advertising injury" arising out of:

1. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
2. The failure of goods, products or services to conform with advertised quality or performance;
3. The wrong description of the price of goods, products or services; or
4. An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

INSURING AGREEMENT

We will pay medical expenses as described below for "bodily injury" caused by an accident:

1. On premises you own or rent;
2. On ways next to premises you own or rent; or
3. Because of your operations;

provided that:

1. The accident takes place in the "coverage territory" and during the Policy Period;
2. The expenses are incurred and reported to us within one year of the date of the accident; and
3. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

1. First aid at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS

We will not pay expenses for "bodily injury":

1. To any insured.
2. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
3. To a person injured on that part of premises you own or rent that the person normally occupies.
4. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

5. To a person injured while taking part in athletics.

6. Included within the "products completed operations hazard."

7. Excluded under Coverage A..

8. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

3. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

Each of the following is also an insured:

1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

   a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

   b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

   c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

2. Your volunteer workers, at your option.

3. Any lessor but only for liability assumed in a contract or agreement that is an "insured contract" and arising out of the ownership, maintenance or use of personal property leased to a Named Insured or that part of a premises leased to a Named Insured. However, this insurance does not apply:

   a. to any "occurrence" which takes place after the Named Insured ceases to be a tenant in the premises;

   b. to structural alterations, new construction or demolition operations performed by or on behalf of the lessor

4. Any person (other than your employee), or any organization while acting as your real estate manager.

5. Any person or organization having proper temporary custody of your property if you die, but only:

   a. With respect to liability arising out of the maintenance or use of that property; and

   b. Until your legal representative has been appointed.

6. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

1. "Bodily injury" to a co-employee of the person driving the equipment: or

2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the

organization or the end of the Policy Period, whichever is earlier;

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

The Limits of Insurance for COMMERCIAL GENERAL LIABILITY COVERAGE shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits."

The Each Occurrence Limit is the most we will pay for the sum of:

1. Medical expenses under Coverage C; and

2. Damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence";

except damages because of injury and damage included in the "products-completed operations hazard."

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."

The Personal and Advertising Injury Aggregate Limit is the most we will pay for damages under Coverage B for all "personal injury" and all "advertising injury."

Subject to the Each Occurrence Limit above, the Premises Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one "occurrence."

Subject to the Each Occurrence Limit above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy

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

Duties In The Event Of "Occurrence," Claim or "Suit"

You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

1. How, when and where the "occurrence" took place; and

2. The names and addresses of any injured persons and witnesses.

If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

You and any other involved insured must:

1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

2. Authorize us to obtain records and other information;

3. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Legal Action Against Us

No person or organization has a right under this Coverage Form:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

2. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Form, our obligations are limited as follows:

1. "Contingent" Insurance

   This insurance is "contingent" except when 2. below applies. If this insurance is "contingent", our obligations are not affected unless any of the other insurance is also "contingent." Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

   This insurance is excess over any of the other insurance, whether "primary," excess, "contingent" or on any other basis:

   a. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work";

   b. That is Fire, Extended Coverage or similar coverage for premises rented to you; or

   c. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to the Exclusion of Coverage A (Section II) titled: Aircraft, Autos, Watercraft.

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   b. The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

3. Method of Sharing

   If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

   If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

1. We will compute all premiums for this Coverage Form in accordance with our rules and rates.

2. Premium for this Coverage Form is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this policy in reliance upon your representations.

Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Notice of Accident

If you report an accident to the insurer providing "your workers" compensation insurance, and that accident later develops into a claim or "suit" under this Coverage Form, your failure to report such accident to us at the time of "occurrence" shall not be deemed a violation of the condition titled Duties in the Event of Occurrence, Claim or "Suit". However, you will notify us as soon as you become aware that the accident is a claim or "suit" under this Coverage Form.

Knowledge of "Occurrence"

Knowledge of an "occurrence" by your agent, servant or employee shall not constitute your knowledge of an "occurrence" unless one of your executive officers or someone responsible for administering your insurance program shall have received such notice from the agent, servant, or employee.

Unintentional Errors or Omissions

Your unintentional failure or omission to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

SECTION V - DEFINITIONS

Advertising injury

means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. Oral or written publication of material that violates a person's right of privacy;

3. Misappropriation of advertising ideas or style of doing business; or

4. Infringement of copyright, title or slogan.

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), Puerto Rico and Canada; and

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 and possessions), Puerto Rico or Canada, or in a settlement we agree to.

Impaired property

means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of "your product" or "your work"; or

2. Your fulfilling the terms of the contract or agreement.

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;

6. An elevator maintenance agreement; or

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 indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

   b. Giving directions or instructions or failing to give them, if that is the primary cause of the injury or damage;

2. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in 1. above and supervisory, inspection or engineering services; or

3. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

Loading or unloading

means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

2. While it is in or on an aircraft, watercraft or "auto"; or

3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

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 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."

Occurrence

means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Personal injury

means injury, other than "bodily injury," arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

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.

Products-completed operations hazard

includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned.

"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.

This hazard does not include "bodily injury" or "property damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

2. The existence of tools, uninstalled equipment or abandoned or unused materials;

3. Products or operations for which the classification in this Coverage Form, or in our manual of rules, includes products or completed operations.

Property damage

means:

1. Physical injury to tangible property, including all resulting loss of use of that property; or

2. Loss of use of tangible property that is not physically injured.

Suit

means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" 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.

Your product

means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

   a. You;

   b. Others trading under your name; or

   c. A person or organization whose business or assets you have acquired; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" 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. and 2. above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

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.

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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

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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EMPLOYEE BENEFITS LIABILITY ENDORSEMENT
CLAIMS MADE COVERAGE

This endorsement modifies coverage provided by the Commercial General Liability Coverage Form.

INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

This insurance applies only if a claim for damages covered by this endorsement is first made against any insured during the Policy Period.

WHO IS AN INSURED

Section II - Who Is An Insured of your policy is modified to include employees under this endorsement only while authorized to act in the "administration" of your "employee benefits" programs.

EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

1. any dishonest, fraudulent, criminal or malicious act;
2. any "bodily injury," "personal injury," "advertising injury" or "property damage";
3. any claim for failure of performance of contract by any insurer;
4. any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. any failure of stock to perform as represented by you; or
6. any advice given by you to your employees to participate or not to participate in stock subscription plans;
7. any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 and amendments to the Act.

LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations for this endorsement and the rules below, fix the most we will pay regardless of the number of:

1. Insureds,
2. Claims made or "suits" brought, or

3. Persons or organizations making claims or bringing "Suits."

The annual aggregate limit is the most we will pay for the sum of all damages under this endorsement.

The each claim limit is the most we will pay for damages arising out of any one claim or "suit."

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SPECIAL DEDUCTIBLE

A Special Deductible in the amount of $1,000 applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

ADDITIONAL DEFINITIONS

The following additional definitions are added to Section V - Definitions:

Administration

means any of the following acts that you do or authorize a person to do:

1. Counseling employees on "employee benefits" programs;
2. Interpreting your "employee benefits" programs;
3. Handling records for your "employee benefits" programs; and
4. Effecting enrollment, termination or cancellation of employees under your "employee benefits" programs.

Employee benefits

means group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.

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EMPLOYERS RESPONSIBILITY COVERAGES WITH EXECUTIVE ASSISTANCE

THIS INSURANCE MAY NOT BE OFFERED IN SATISFACTION OF THE INSURANCE REQUIREMENTS OF ANY "WORKERS COMPENSATION LAW" ANYWHERE.

VOLUNTARY COMPENSATION COVERAGE

"Voluntary compensation" coverage applies when you make a claim for bodily injury by accident, bodily injury by disease, or bodily injury by "endemic disease." The bodily injury must be injury to your "employee" and must arise out of and in the course of employment by you. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Policy Period.

2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

We will adjust the claim with the "employee" by applying the "workers compensation law" of the "state" you choose when you make the claim. The "state" whose law you choose must be one which is shown in the Declarations. The workplace of the "employee" must be within the "coverage territory."

We Will Pay Benefits

We will pay promptly the benefits which would be required of you by the "workers compensation law" of the "state" you choose when making the claim. The "state" you choose must be one which is shown in the Declarations for the following:

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions), and Puerto Rico;

2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1. above; and

3. Local Nationals, meaning "employees" while traveling outside the country of their workplace and who are citizens of the country of their workplace but who are not described in 1. above.

If "State of Hire" appears after the words "North Americans:" in the Declarations for Voluntary Compensation, then with respect to "employees" for whom you wish to provide the benefits of a "state" of the United States of America (including its territories and possessions), or Puerto Rico, but who were not hired in any of those places, the benefits will be:

1. those of the "state" to which you agreed with the "employee" prior to the accident or the discovery of the disease; or

2. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, the benefits of the specific "state" shown in the Declarations for "North Americans" as an alternative to "state of hire", or

3. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, and no specific "state" is shown above for "North Americans", the benefits of the "state" shown in the address of the insured on the first page of the Declarations for this policy.

Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the "workers compensation law," including those required because:

1. of your serious and willful misconduct;

2. you knowingly employ an "employee" in violation of law;

3. you fail to comply with a health or safety law or regulation; or

4. you discharge, coerce or otherwise discriminate against any "employee" in violation of the "workers compensation law."

If we make any payments in excess of the benefits regularly provided by the "workers compensation law" on your behalf, you will reimburse us promptly.

Before We Pay

Before we pay benefits to the persons for whom you have made claims, they must:

1. Release you and us, in writing, of all responsibility for the injury or death, if we so request;

2. Transfer to us their right to recover from others who may be responsible for the injury or death; and

3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons for whom you have made claims under this coverage fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons who receive the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

EXECUTIVE ASSISTANCE SERVICES

When an "employee" that is covered under this coverage part becomes injured or ill while travelling on your business within the "coverage territory," Executive Assistance Services are available. We will provide your "employee", subject to the Limits of Insurance shown in the Declarations under II. Executive Assistance Services, Medical Assistance Services with the services listed below.

Executive Assistance Services are Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance as described herein.

Executive Assistance is serviced by Worldwide Assistance (WA), a third party provider of the Medical, Personal and Travel Assistance services described in this section.

Control Risks Group (CRG), a third party provider, services Security Assistance Services.

Executive Assistance Services are available to "you," your "expatriate employees" and "employees" engaged in "temporary travel," including their accompanying spouse, child(ren) or other companion(s) engaged in "temporary travel." For Executive Assistance Services, the definition of "employee" is extended to include accompanying spouse, child(ren) or other companion(s). "Employees" may contact Worldwide Assistance at any hour on any day.

For Executive Assistance Services, Temporary Travel includes personal travel, but only if such personal travel does not exceed a total of fourteen consecutive days, and is incidental to travel on your business, outside of the country of an "employee's" workplace.

Worldwide Assistance is staffed with trained multi-lingual personnel, including doctors on round-the-clock call for emergency medical consultation and assistance as described in these Executive Assistance Services. This center handles requests for referrals to English-speaking doctors, and specialists, as well as all aspects of coordinating an emergency medical evacuation.

We will give you service cards for your policy that includes Executive Assistance Services. The service cards will explain how to reach Worldwide Assistance. It is your responsibility to distribute the service cards and descriptions to your "employees" who may require assistance services. You may ask us for additional cards as you may require.

Medical Assistance Services

We will not pay more for all Medical Assistance Services expense in any one policy year than the amount shown in the Declarations as the policy limit for Medical Assistance Services, regardless of the number of "employees" to whom services were rendered. If we incur expenses for Medical Assistance Services in any one policy year in excess of the policy limit, you agree to reimburse us or our designee for the amount in excess of the policy limit.

All services and payments must be arranged and pre-approved by Worldwide Assistance. Evacuations/Repatriations must be ordered by a legally licensed physician and approved by a Worldwide Assistance designated physician to certify that the severity of the "employees" injury or sickness warrants an emergency evacuation/repatriation. All transportation arrangements must be by the most direct and economical route possible. In the event you are seriously ill or injured and cannot call, you must contact Worldwide Assistance as soon as you are able.

Hospital Admission Deposit

We will either guarantee the payment of or wire any required emergency hospital admission deposit up to US$10,000. You or your "employee" will repay any such deposit to us within 45 days (without interest). If you fail to repay to us such deposit in the time allowed or we are required to pay on our guarantee, then such money becomes a service rendered, and we have the additional rights set out under the heading "Transfer of Rights of Recovery against Others to Us."

Medical Monitoring

Worldwide Assistance will monitor the "employee's" condition when hospitalized abroad and will use best efforts to report regularly the "employee's" condition to a person designated by the "employee."

Dispatch of a Doctor or Specialist

When Worldwide Assistance determines, based on information available to them, that an "employee's" condition cannot be adequately assessed to evaluate the need for evacuation, Worldwide Assistance will dispatch a doctor or specialist to the "employee's" location. We will pay the cost of the doctor's or specialist's travel to the "employee's" location, but we will not pay the cost of any medical services rendered by the doctor or specialist at the location. Medical Expenses are not covered by Executive Assistance and should be submitted to the health carrier, or if work related, submitted to the Workers' Compensation carrier, or similar carrier.

Emergency Medical Evacuation

When Worldwide Assistance determines adequate medical facilities are not available locally, we will arrange and pay for emergency medical evacuation under medical supervision, if necessary, to the nearest location with adequate facilities. Our obligation is limited to the limits of liability shown in the declarations page.

Worldwide Assistance will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the "employee" during evacuation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental expense maximum of $300. per day, and $5,000 Maximum for any one occurrence.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during emergency evacuation.

Repatriation

If Worldwide Assistance determines, based on information available to them, that it is medically necessary to repatriate the "employee" to a facility which is in the country of residence of the "employee" or a location in the country of which the "employee" is a citizen, following stabilization, we will arrange and will pay for repatriation under medical supervision, if necessary.

Worldwide Assistance will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the "employee" during repatriation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of $300. per day, and Maximum for any one occurrence of $5,000.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during repatriation.

Our obligation is limited to the provision of one (1) repatriation attributable to any single medical condition of an "employee."

Repatriation of Mortal Remains

In the event of an "employee's" death while traveling, Worldwide Assistance will render every assistance possible to obtain necessary clearances and arrange for the return of the mortal remains in an appropriate transportation container to a location which is consistent with the known reasonable wishes of the "employee" or of the "employee's" family. We will pay reasonable expenses associated with such return, including the cost of embalming to meet any applicable requirements.

We will also pay the cost of one family member or other traveling companion to continue to accompany the mortal remains of the deceased "employee" during repatriation, if it is reasonably possible for that person to accompany the remains. Our obligation is limited to the cost of the airfare,

and an incidental travel expense of a maximum of $300. per day, and a Maximum for any one occurrence of $5,000.

Personal Assistance

Pre-Trip Medical Referral Information

Worldwide Assistance will provide pre-trip referral information to "employees" regarding countries and regions to be visited, including local multi-lingual doctors and/or addresses and phone numbers for hospitals.

Emergency Medication

Should an "employee" require prescription medication that is not available locally, Worldwide Assistance will make arrangements for the transportation of such medication, when possible and legally permissible, to the "employee" upon the request of the prescribing physician. The "employee" is responsible for the cost of medication and the transportation.

Embassy and Consular Information

Worldwide Assistance will provide "employees" with contact information for embassies and consulates worldwide.

Lost Document Assistance

Worldwide Assistance will assist with obtaining replacements if an "employee" loses important travel documents while traveling, including passport and credit cards. We will not pay the cost of obtaining such replacements.

Emergency Message Transmission

Worldwide Assistance will make reasonable efforts to receive and transmit emergency messages for an "employee" to one family member and/or employer.

Emergency Cash Advance

We will, whenever possible, provide "employees" with a cash advance of up to $1000 in local currency for emergencies. You or your "employee" will repay any such emergency cash advance to us within 45 days (without interest). If you or your "employee" fail to repay to us such advance, then such money becomes a service rendered, and we have the additional rights set out under the heading "Transfer of Rights of Recovery against Others to Us."

Legal Access

Worldwide Assistance will provide "employees" with an introduction to local attorneys. Assistance will also be provided in obtaining bail bonds in those areas where such bonds are customarily issued. "Employee" is responsible for contracted legal fees.

Translations & Interpreters

Worldwide Assistance will provide personal emergency translation services, as well as referrals to interpreter services. When personal presence or other customized interpreter services are required, the "employee" will be responsible to pay locally the cost of such interpreter services.

Benefits Verification and Claims Assistance

Worldwide Assistance will assist "employees" in verifying their medical insurance benefits when hospitalized overseas and we will assist in coordinating overseas claims procedures with their health insurance and any applicable workers compensation insurance and as you direct.

Travel Assistance

Emergency Family Travel Arrangements

Worldwide Assistance will coordinate emergency travel arrangements for family members who need to join a hospitalized "employee", or to accompany the mortal remains of a deceased "employee". The costs of travel services are the responsibility of the traveler(s).

Return of Traveling Companion/Dependents

When Worldwide Assistance hospitalizes or evacuates an "employee" and a traveling companion's air ticket is no longer usable, Worldwide Assistance will arrange, but not pay the cost of, one way air transportation for the companion to the original departure point, or to their place of residence.

At the request of the "employee", Worldwide Assistance will arrange, but not pay the cost of qualified attendants to accompany the return of traveling companions/dependents.

Return of Vehicle

In the event of an "employee's" hospitalization or medical evacuation, Worldwide Assistance will arrange, but not pay the cost, to have the "employee's" unattended vehicle returned to the rental agency or the "employee's" current principal residence.

SECURITY ASSISTANCE

Travel Security Information

We will provide an "employee" with access through the Internet to CRG'S CityBrief™ (CR24™). CR24™ is designed to provide travelers with city specific information in an executive summary format regarding the risks posed by crime, terrorism and civil unrest in cities throughout the world.

Security Crisis Center

We will provide an "employee" with access to a Security Consultant at (CR24™) Security and Incident Management Support Services, which can provide an oral briefing on the available information regarding the threats posed in a particular city or country by criminal or terrorist activities or political and civil unrest and other factors affective travel in cities throughout the world.

CR-24 Services™

In response to a request by an "employee," (CR24™) will arrange, but not pay the cost of, evacuation of an "employee" whose personal security is threatened by any political instability or civil unrest to a safe location at the earliest reasonable possible time. In the event that evacuation is not reasonably possible for any reason, regular contact can be maintained with the employee through (CR24™) until the threat to the personal security of the "employee" is abated or the evacuation of the "employee" is reasonably possible.

Crises Management Planning

Through an arrangement with (CR24™), we will arrange, but not pay for, evacuation contingency

planning for intended travel locations. Evacuation contingency planning consists of an on-site evaluation and recommendations for evacuating the "employee" in the event of an emergency or crisis situation which poses an imminent threat to the personal security of the "employee."

Exclusions

We will not be responsible for the cost of services arising from:

Service provided outside the policy period; if, before the end of the policy period, we have begun to assist an "employee" with any of the services described under the heading "Medical Assistance Services," we will continue to provide those services for up to seven days from the end of the policy period;

Services rendered without our authorization and/or intervention; but we will pay the cost, if any, which we estimate we would have incurred to provide evacuation and/or repatriation to any "employee" who obtained such services without our authorization and/or intervention.

Services provided for which no charge is normally made;

Expenses incurred if the original or ancillary purpose of the "employee's" trip is to obtain medical treatment;

Intentionally self-inflicted injuries, suicide or any attempt thereof, regardless of mental condition;

Service in the Armed Forces of any country;

Use of any drug unless prescribed by a physician;

The commission of or attempt to commit an unlawful act;

Routine or minor medical problems, tests and exams related to pregnancy;

Transportation for an "employee's" vehicle involving intercontinental and/or marine transportation;

No services shall be available for any "employee" if such services are required as a result of:

1. Mild lesions, simple fractures, or mild sickness, which can be treated by local doctors and do not prevent the "employee" from continuing his/her trip or returning home;

2. Pregnancies except in case of major, vital complication for mother and/or baby; and

3. Services for which request is made after we have paid the policy limit or incurred expenses which exceed the policy limit

Conditions

Errors and Omissions

We are not liable for any act or omission by a local doctor or attorney who is not our employee nor the employee of a third party provider of the assistance services described in this section of the policy.

We cannot be held responsible for failure to provide, or for delay in providing, services when such failure or delay is caused by conditions beyond our control, including but not limited to flight conditions, strike, riot, civil commotion, war or uprising, or where rendering of service is prohibited by local laws or regulations.

Transfer of Rights of Recovery against Others to Us

If you or the "employee" to whom we render assistance have any rights to recover all or any part of the cost of services rendered under this coverage part from any other people or organization, including rights to recover under any "workers compensation law," health plan or insurance policies, we are entitled to an assignment of those rights to the extent of our benefit payments. You and your "employee" shall transfer those rights to us and cooperate with us as may be necessary to enforce such rights. You and your "employee" agree to sign any papers, deliver them to us, and do anything else that we may reasonably require to help us pursue such rights.

Suits Against Us

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within two years after assistance services are rendered.

No person or organization has any right to bring us into any action to determine your liability.

Return to Work

You have the responsibility for the decision of whether or not an "employee" returns to work. You are responsible for obtaining any medical releases to determine "employee's" suitability to travel or not, or to resume work or not. The decision and the results thereof are solely the responsibility of the "employee," you, and/or the "employee's" attending physician. We are not involved in such decisions.

Services Not Covered

You agree to reimburse us or our designee for services rendered on your behalf which are not covered in this policy, when such services are requested or approved by a corporate officer whose name you have given us to contact, or when such services are provided in good faith to any "employee" not covered by reason of cancellation of this policy or coverage.

CONTINGENT EMPLOYERS LIABILITY COVERAGE

We will pay all sums you legally must pay as damages because of bodily injury to your "employees," provided the bodily injury is covered by this Contingent Employers Liability Coverage

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

2. for care and loss of services;

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured "employee"; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured "employee's" employment by you; and

4. because of bodily injury to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

How This Insurance Applies

This employers liability insurance applies to bodily injury by accident, bodily injury by disease and bodily injury by "endemic disease." Bodily injury includes resulting death. The bodily injury must arise out of and in the course of the injured "employee's" employment by you. The workplace of the

"employee" must be within the "coverage territory."

1. Bodily injury by accident must occur during the Policy Period.

2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. punitive or exemplary damages because of bodily injury to an "employee" employed in violation of law;

3. bodily injury to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. bodily injury intentionally caused or aggravated by you;

6. damages arising out of the discharge of, coercion of, or discrimination against any "employee" in violation of law.

7. bodily injury sustained by any:

   a. master or crew member of any vessel or of the flying crew of any aircraft;

   b. "employee" in the course of any employment subject to United States Government workers compensation laws, including Jones Act, Longshoremen and Harbor Workers Compensation Act, Defense Base Act, or War Hazards Compensation Act or any amendment or replacement of those Acts.

Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Declarations. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more "employees" in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease including by endemic disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease including by "endemic disease," regardless of the number of "employees" who sustain bodily injury by disease. The limit shown for "bodily injury by disease including by endemic disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one "employee."

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

EXCLUSION - ALL COVERAGES

War

This insurance does not cover loss arising out of war, whether or not declared, invasions, insurrection, rebellion, hostilities, revolution or usurped power.

CONDITIONS - ALL COVERAGES

Premium Basis

Premiums for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll, allowances relating to expatriate employment and all other remuneration paid or payable during the Policy Period for the services of:

1. all your officers and "employees" engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis.

You will allocate reported remuneration or other premium basis between categories for North Americans, Third Country Nationals, and Local Nationals or such other categories as you and we may agree.

Final Premium

The premium shown in the Declarations is an estimate. The final premium for each period of this policy will be determined after the end of such period by using the actual, not the estimated, premium basis and the classifications and rates that apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you.

If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.

Long Term Policy

If the Policy Period is longer than one year and sixteen days, all provisions of this coverage form will apply as though a new policy were issued on each annual anniversary that this policy is in force.

Who is Insured

You are insured if you are an employer shown as a Named Insured in the Declarations. If you are designated in the Declarations as a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's "employees."

We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for "voluntary compensation" benefits, for repatriation, or for damages for employers liability payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

Your Duties If Injury Occurs

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the "workers compensation law."
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

Other Insurance

For "Voluntary Compensation" Coverage, the insurance under this policy is "primary."

For Employers Liability Coverage and Executive Assistance Services, this policy is "contingent."

If there is other insurance or assistance service which is on the same "contingent" or "primary" basis as this insurance, we will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

DEFINITIONS - ALL COVERAGES

Contingent

means insurance, including contracts for assistance services, issued to apply to claims, "suits" or requests for assistance services, brought 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 no duty to defend unless

1. the amount of the claim or "suit" exceeds the limits of the "primary" insurance which applies, or

2. no "primary" insurance coverage applies.

Coverage territory

means the Coverage Territory for Employers Responsibility Coverages shown in the Declarations.

Endemic disease

means any disease which is:

1. infectious and generally recognized as a public health hazard;

2. restricted or peculiar to a locality or region; and

3. not disease caused or aggravated by the conditions of your employment.

Employee

means anyone employed by the Named Insured including any voluntary worker. At your option, "employee" may include individuals who are independent contractors with whom you have a written contract in which you agree to provide them the benefits of "voluntary compensation."

Expatriate Employees

means that for "employees" of your workplaces to which this insurance applies and which are not excluded from the applicable "coverage territory" shown in the Declarations, this insurance applies from the moment you hire or assign such an "employee" to a workplace outside the home country or

country of residence of that "employee." If you agree with an "employee" whose home country or country of residence is other than that of the intended workplace, to grant benefits as though the "employee" had been hired or assigned while outside the country of intended workplace, this insurance will cover such benefits.

This insurance will cease to apply to such an "employee" when the "employee's" employment or assignment in such workplace ends; however this insurance shall continue to apply during the prompt return of the "employee" to the place from which assignment or employment commenced. If you are found legally liable under the provisions of the "workers compensation law" of any "state" other than that of the workplace for which you hired or to which you assigned such "employee," we will adjust and settle for you all sums which you become obligated to pay by reason of such law.

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.

State

means any nation or political sub-division which has a "workers compensation law" and includes the states of the United States of America (including its territories and possessions), the District of Columbia, and Puerto Rico.

State of hire

means the "state" in which you hire or from which you assign an "employee" for work at a workplace within another country or countries shown in the "coverage territory" to which this insurance applies.

Temporary Travel

means that for "employees" of your workplaces located in the United States of America (including its territories and possessions), and Puerto Rico, this insurance only applies to claims or suits arising from temporary travel on your business outside of the country of their workplace.

For "employees" of your workplaces to which this insurance applies and which are not excluded from the applicable "coverage territory" shown in the Declarations, this insurance also applies to claims or suits arising from temporary travel on your business in the United States of America (including its territories and possessions), and Puerto Rico.

If you are found legally liable under the provisions of the "workers compensation law" of the "state" of an "employee's" workplace for a claim or suit arising from temporary travel on your business outside the country of the "employee's" workplace, you may voluntarily submit such claim or suit to us and we will adjust and settle such claims or suits for all sums which you would become obligated to pay by reason of such law.

Voluntary compensation

means the medical, disability and other benefits prescribed by the "workers compensation law" of the "state" you choose when you make a claim. We will not pay the amount of any benefits which are denied an "employee" by reason of:

1. insolvency of another insurance company, "state" fund or self-insurance plan; or

2. your failure to comply with the requirements of any "state" that you maintain workers

compensation and employers liability insurance in that "state."

Workers compensation law

means the workers or workmen's compensation law and occupational disease law of any "state." It includes any amendments to that law which are in effect during the Policy Period. It does not include the provisions of any law that provide non-occupational disability benefits. For a "state" which has no comparable law, it means whatever are the customary benefits for medical care and loss of wages that would be provided to an injured worker whether provided by the employer or by the "state."

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ACCIDENTAL DEATH AND DISMEMBERMENT & MEDICAL COVERAGE FORM

PART I - INSURING AGREEMENTS

TO INSURE those persons described in Schedule I, the Accident & Health Declarations, each herein called the covered person(s), and subject to all of the Exclusions, Provisions and other terms of this policy, against loss resulting from accidental bodily injuries which:

1. arise out of the hazards described in Schedule II and are sustained by the covered person(s) during the term of this policy, and
2. occur as a direct result of the injuries, and from no other cause are herein called "such injuries," to the extent provided herein.

Forms attached to and forming part of this policy on its date of issue are:

Schedule I:	Covered Persons
Schedule II:	Description of Hazards

Coverage A - Death, Dismemberment or Loss of Sight

If within one year from the date of accident such injuries shall result in death of the covered person(s), dismemberment or loss of sight, the Company will pay for:

Loss of Life or Two or more members .....The Principal Sum;
Loss of Speech and Hearing.....The Principal Sum;
Loss of Speech or Hearing..... One-half the Principal Sum;
Loss of One Member.....One-half the Principal Sum;
Thumb and Index Finger From The Same Hand.....One-fourth the Principal Sum;

Such payment shall be in addition to any other indemnity payable as of the date of loss, but only one amount, the larger applicable amount, shall be payable for all such losses resulting from one accident.

The "Principal Sum" is the amount specified as such in the Declarations. "Member" shall mean a hand, foot, or eye. "Loss" shall mean, with respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints, (the joints between the fingers and the hand).

EXTENDED COVERAGE RIDER

We will pay benefits for a loss resulting from a covered accident for an employee age 70 and over as follows:

AGE AT DATE OF LOSS	BENEFIT AMOUNT BASED ON SELECTED PRINCIPAL SUM
Less than 70	100%
70 – 74	65%
75 – 79	45%
80 – 84	30%
85 and over	20%

All plan benefits that are based on the Employee's Principal Sum will be computed according to the schedule above.

Premiums are based on the Selected Principal Sum prior to the reduction outlined above.

A Selected Principal Sum means the Principal Sum stated in the Policy Schedule.

Coverage B – Accident and Sickness Medical Expense

If bodily injury or sickness requires treatment of a covered person(s) by a legal qualified physician or surgeon, the Company will pay the covered person(s) expenses incurred in excess of the deductible amount of $50 per occurrence within fifty-two (52) weeks from the date of bodily injury or sickness for any of the services listed under this policy section which are recommended and approved by the attending physician or surgeon, but not to exceed the maximum benefit as set forth in the schedule, as the result of any one bodily injury or sickness.

Covered Expenses

All covered expenses are subject to the general exceptions and limitations and the pre-existing conditions, limitations and provisions. Certain covered expenses are also limited as described within this section. An expense is incurred on the date of the treatment, service or purchase. Covered expenses include only expenses incurred by the covered person(s) or any covered dependent for the following, to the extent that they are reasonable and customary:

In Hospital Covered Expenses:

A. Daily Room & Board in a hospital, but not more than hospital's most common semi-private room rate to a maximum of $400. per day.

B. Confinement in an intensive care unit, payable in place of expenses covered in (1) above up to 2 times the daily room and board rate.

C. All other necessary services and supplies furnished by a hospital for in-patient medical care treatment, except for professional services.

D. Service and supplies furnished by an ambulatory surgical or medical center, except for professional services.

E. Out-patient medical care and treatment furnished by a hospital within 24 hours after or in connection with a surgical operation except for professional service.

F. Professional local ambulance service for transportation to the nearest hospital and from a hospital subject to a $250. maximum per occurrence.

Surgical Covered Expenses:

A. A surgical procedure performed by a physician.

B. Anesthesia and its administration.

Other Covered Expenses

A. Medical care and treatment furnished by a physician as a result of bodily injury or sickness.

B. Out-patient medical care and treatment furnished by a hospital or clinic.

C. Radium therapy, x-ray treatments and examination, microscopic tests, or any lab tests or analysis made for diagnosis or treatment.

D. Physiotherapy.

E. A second surgical opinion.

F. The following supplies while hospital confined or prescribed upon release from hospital confinement:

   1. drugs and medicines which require the written prescription of a physician;

   2. whole blood and blood components;

   3. artificial limbs or eyes (not including replacement of these items);

   4. casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces);

   5. oxygen or rental of equipment for administration of oxygen;

   6. rental of a wheel chair or hospital-type bed; and

   7. rental of mechanical equipment for treatment of respiratory paralysis.

General Exceptions and Limitations

This policy section will not pay benefits for expenses incurred for any of the following:

A. Hospital confinement, surgery, treatment. service or supply for which:

   1. The charge is payable or reimbursable by or through a plan or program of any governmental agency; or

   2. Charges are not imposed against the covered person or a charge is made solely due to the existence of insurance.

B. Expenses incurred which are reimbursable by Medicare Part A and Part B. If a covered person at any time was entitled to enroll in the Medicare program (including Part B) but did not do so, his or her benefits under the Group Policy will be reduced by any amount that would have been reimbursed by Medicare.

C. Eye refractions, eyeglasses, contact lenses, or hearing aids or the fitting of eye glasses, contact lenses or hearing aids.

D. Cosmetic or plastic surgery, except:

1. when necessary as a result of bodily injury or sickness occurring while the covered person is insured under the Policy; or

2. reconstructive surgery when such service is incidental to or follows surgery resulting from bodily injury or sickness; or

E. Hospital confinement, care or treatment which is not recommended and approved by a physician.

F. Treatment or care of a person by a physician, registered nurse or licensed practical nurse if the physician or nurse is a member of the covered person(s)'s immediate family or ordinarily resides with the covered person(s).

G. Private Duty Nursing.

H. Physical examinations, unless required because of sickness.

I. Any care furnished to a newborn child, including hospital nursery expenses.

J. Any medical expenses related to pregnancy, unless such expenses are incurred as a result of an emergency, then a maximum benefit of $2,000.00 will apply per pregnancy.

K. Dental Expenses, unless the result of an accident to sound natural teeth, then the benefit is limited to $1,000. per accident.

L. Expenses related to alcoholism, chemical dependency or drug addiction.

M. Expenses for treatment of mental illness or nervous disorder.

N. Expenses incurred during any trip taken for the purpose of obtaining medical care.

O. Bodily Injury or sickness which results from or in the course of a covered person(s)s regular occupation for pay or profit. (This does not apply to corporate officer partner or sole proprietor who is not insured under Workers' Compensation Employer's Liability Law or similar law).

P. Bodily Injury or sickness for which a covered person(s) is entitled to benefits under Workers' Compensation Law, Employer's Liability Law or similar law, whether such policy is in effect or not in effect;

Q. Expenses for the treatment of a pre-existing condition except as provided herein.

DEFINITIONS

The term "hospital" as used in this policy or any rider attached hereto shall mean, except as may otherwise be provided, a hospital (other than an institution for the aged, chronically ill or convalescent resting or nursing homes) operated pursuant to law for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

The term "physician" as used in this policy or any rider attached hereto shall mean a doctor of medicine or a doctor of osteopathy licensed to render medical services as performed, however, such

definition will exclude chiropractors and physiotherapists.

The term "sickness" wherever used in this policy or any rider attached hereto shall mean sickness or disease of any kind contracted and commencing after the effective date of this policy and causing loss covered by this policy.

COORDINATION OF BENEFITS

If a covered person insured under this Policy is also insured under one or more of the following other plans providing medical benefits: (a) group insurance or any other arrangement of coverage for individuals in a group whether on an insured or uninsured basis, or (b) Blue Cross, Blue Shield or any other prepayment coverage, then the benefits payable with respect to him under this plan are subject to reduction so that the sum of the benefits payable under this plan and all other plans for expenses incurred for each disability will not exceed the total Allowable Expenses incurred during such period. Benefits payable under another plan include benefits which would have been payable had claim been duly made therefore.

"Allowable Expense" means any necessary, reasonable and customary item of expense at least partially covered under one of the plans involved.

For the purpose of Coordination of Benefits, the Company:

A. may release to or obtain from any other organizations or individuals any claim information and any individual claiming benefits under this plan shall furnish the Company with any information which the Company may require;

B. has the right, if any overpayment is made under this plan because of failure to report other coverage or other reasons, to recover such over payment from any individual or individuals to whom it was made.

PRE-EXISTING CONDITIONS

Pre-existing condition is defined as benefits for a condition which a covered person(s) receives treatment, incurs expense or receives a diagnosis from a Physician during 90 days prior to the date of injury or sickness. With respect to Pre-existing Conditions, benefits will be paid to a maximum of $500.00.

PART II – EXCLUSIONS

This policy does not cover loss caused by or resulting from any one or more of the following:

A. Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane, or insane;

B. Declared or undeclared war or any act thereof, participation in a riot, civil commotion, or police action or commission of a felony;

C. Accident occurring while the covered person(s) is serving full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by the Company pro-rata for any such period of full-time active duty);

D. Illness, disease, pregnancy, childbirth, miscarriage, or any bacterial infection other than bacterial infection occurring in consequence of any accidental cut or wound, except as previously stated in Accident and Sickness & Medical Expense section;

E. Travel or flight in any vehicle or device for:

1. navigation beyond the earth's atmosphere, or

2. aerial navigation; except to the extent such travel or flight is provided in Schedule II.

F. Nuclear incidents of any kind or description.

SCHEDULE I: COVERED PERSON(S)

The insurance under this policy applies only to the group of covered persons described and only with respect to those coverages for which an amount is specified. The amount so specified shall apply to each covered person subject to all terms of the policy having reference thereto.

Covered Person(s) (includes all persons coming within the scope of such descriptions at any time during the policy term):

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions.)

2. Third Country Nationals, meaning "employees" who are not citizens of the country of their, workplace and who are not described in 1. above.

3. Local Nationals - NOT COVERED

"Employee" means anyone employed by the Insured including any voluntary worker. At your option, "employee" may include individuals who are independent contractors with whom you have a written contract in which you agree to provide them benefits.

SCHEDULE II DESCRIPTION OF HAZARDS

The hazards against which insurance is granted under this policy are:

24 HOUR BUSINESS TRAVEL PROTECTION

Excluding Insured Owned or Leased Aircraft

Injury sustained by a covered person(s) while on the business of the Insured and during the course of any bonafide trip made by the covered person(s).

Such trips shall be deemed to commence when the covered person(s) leaves his residence or place of employment (whichever occurs last) on a trip which requires the covered person(s) to leave his country of permanent assignment and shall continue until such time the covered person(s) returns to his home or place of work (whichever occurs first) in his country of permanent assignment.

Such insurance includes injury sustained during such trip while the covered person(s) is riding as a passenger (but not as a pilot, operator or member of the crew, or cabin attendant) in or on, boarding or alighting from:

A. any civilian aircraft having a current and valid standard category airworthiness certificate, and operated by a pilot holding a current and valid medical certificate and pilot certificate with appropriate ratings authorizing him to pilot such aircraft; or

B. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States, or by the service of any duly constituted governmental authority of any other recognized country; provided that, this Hazard shall not apply while riding in or on, or boarding or alighting from, any civilian or military aircraft other than expressly described herein, unless previously consented to in writing by the company.

It is understood and agreed that the term while on the business of the Insured includes Sojourn.

Sojourn means personal trips taken by the covered person on vacation days, holidays, weekend days or business days:

A. while on the business of the Insured; and

B. not exceeding a total of fourteen days.

ADDITIONAL EXCLUSIONS

Such insurance as is afforded a covered person(s) does not apply to any loss caused by, contributed to or resulting from injury sustained while in or on, boarding or alighting from:

A. any aircraft being used for or in connection with aerial photography, or any test or experimental purpose, unless previously consented to in writing by the Company;

B. any aircraft when a special permit or waiver is required from the authority having jurisdiction over civil aviation, even though granted, unless previously consented to in writing by the Company;

C. any aircraft owned, or under lease, and operated by the Insured (or an employee of the Insured) or a covered person(s) (or an employee or member of his household), unless previously consented to in writing by the Company.

PAYMENT OF CLAIMS

To Whom Paid - Benefits paid on account of a covered person(s) death will be paid as follows:

A. to his spouse, if living;

B. if not, in equal shares, to his living children;

D. if there are none, in equal shares to his living parents;

E. if there are none, in equal shares to his living brothers and sisters;

F. if there are none, to his estate.

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CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

We agree to pay you for the amount recoverable in accordance with the articles of this Coverage Form and subject to the Declarations, Terms, Conditions, Limitations and Exclusions of this Coverage Form. You agree to pay the premium, supply designated information and comply with the Articles of this Policy.

I. COVERAGE

Coverage is afforded under this form in accordance with the specific Covered Cause(s) of Loss identified in the Declarations as being part of this Coverage Form.

Covered Cause(s) of Loss means those Causes of Loss listed in the Declarations.

A. EXTORTION/RANSOM MONEYS PAYMENT

We will pay you for Extortion/Ransom Moneys paid by you or a Covered Person(s) resulting directly from the following incidents occurring during the Policy Period:

1. Kidnap or alleged Kidnap of a Covered Person(s).

2. Extortion upon you or a Covered Person(s).

   a. Extortion/Ransom Moneys means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion to a person(s) believed to be responsible for the Kidnap or Extortion and includes, but is not limited to cash, securities, marketable goods or services, property, or monetary instruments.

   b. Kidnap means the illegal abduction and holding hostage of one or more Covered Person(s) for the purpose of demanding Extortion/Ransom Moneys as a condition of release. A Kidnap in which more than one Covered Person(s) is abducted shall be considered a single Kidnap.

   c. Extortion means a threat or series of threats to, Kidnap, cause Bodily Injury, Property Damage, Product Adulteration, or disclose your Proprietary Information, for the purpose of demanding Extortion/Ransom Moneys as a condition not to carry out such threat.

   d. Covered Person(s) means:

      i. those person(s) named in the Declarations of this policy, and

      ii. a spouse, child, (including step, adopted in-law or foster child), parent (including step parent-in-law), sibling (including sibling-in-law), niece, nephew, aunt, uncle, lineal descendent, spouse of a lineal descendent, ancestor, or spouse of an ancestor of a person(s) named in the Declaration of this Policy; and

      iii. any person visiting the home of, normally resident or employed in the home of a person(s) named in the Declarations, and any person or customer of the yours while on your Property or while traveling with any person(s) named in the Declarations, and

      iv. any person(s) directly involved in the handling or negotiation of the Kidnap, Extortion, or Detention.

B. IN-TRANSIT EXTORTION/RANSOM MONEYS LOSS

We will pay you for Loss due to confiscation, destruction, disappearance, seizure or usurpation of Extortion/Ransom Moneys while being conveyed as a result of a Kidnap or Extortion by

anyone who is authorized by you or a Covered Person(s) to have custody thereof, provided, however, that the Kidnap or Extortion which gave rise to the conveyance is insured herein.

C. KIDNAP AND EXTORTION EXPENSES

We will pay you for the amount paid by you for Expenses resulting directly from a Kidnap or Extortion occurring during the Policy Period.

D. DETENTION EXPENSES

We will pay you for the amount paid by you for Expenses resulting from the Detention of a Covered Person(s) occurring during the Policy Period:

Detention means the holding of a Covered Person(s) under duress for whatever reasons whether by local governmental authorities in the place of custody or by others. A Detention in which more than one Covered Person(s) is detained shall be considered a single Detention.

E. LEGAL COSTS

We will pay, with respect to any Suit brought against you directly as a result of a Kidnap or Extortion or Detention occurring during the Policy Period:

1. those sums that you become legally obligated to pay as damages as a result of a judgement or settlement (with our prior written approval) of a Suit,

2. all reasonable and customary expenses incurred by you in defense of such Suit, and

3. all costs levied against you in the Suit.

Suit means a civil proceeding in which damages 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.

F. MEDICAL, DEATH OR DISMEMBERMENT

We will pay you for:

1. reasonable and customary medically necessary expenses for reasonable and customary hospital, surgical and other medical and dental expenses incurred by a Covered Person(s), who has been subject to a Kidnap, Extortion or Detention and paid by you as the result of a Kidnap, Extortion or Detention within twenty-four (24) months either following the release of the Kidnapped or Detained person(s) or the last credible Extortion threat occurring during the Policy Period, including any costs for care by a neurologist, psychologist or psychiatrist and expense of confinement for such care, or cosmetic surgery which is required to correct any permanent disfigurement sustained by a Covered Person(s) directly as a result of a Kidnap, Extortion or Detention. Reasonable and customary charges are charges that are the same as, or compare fairly with, charges made for similar services or supplies to individuals with similar medical or dental conditions in the same geographic area.

2. reasonable and customary rest and recovery expenses for the Kidnap, Extortion or Detention victim and spouse and/or children for a period of up to thirty (30) days, and incurred by you within six (6) months following their release. We will pay no more than $100,000 for all victims for any one Loss.

3. Death or Dismemberment benefits if a Covered Person(s) dies or suffers certain serious injuries during a Kidnap, Extortion or Detention.

   If you die or suffer any Injury, we will pay the following benefit amount listed in the Declarations:

Loss of Life	100% of Benefit
Loss of any hand foot sight of an eye of total permanent paralysis of any limb	100% of Benefit
Loss of finger, toes, nose ear, or genitalia	50% of Benefit

No more than 100% of the amounts stated in the Declarations for Death or Dismemberment will be paid for Loss to any one person.

a. Injury means bodily injury suffered only as a result of a Kidnap, Extortion or Detention directly and independently of all other causes.

b. Loss as regards Death or Dismemberment means the complete severance of the hand or foot. In reference to the toe, nose, ear or genitalia, Loss means the complete severance of one-half or more thereof. In reference to the eye, Loss means irrecoverable Loss of Sight. Loss also means Loss of life.

G. INCIDENT RESPONSE

We will pay you for:

1. reasonable and customary expenses of Neil Young Associates or of other independent security consultants retained by you for the exclusive function of responding to a Covered Cause(s) of Loss, provided that we have given our prior consent to the use of such other independent security consultants; and
2. any other reasonable and customary expenses of specialist consultants retained by you for the exclusive function of responding to a Covered Cause(s) of Loss, provided we have given our prior consent to use of such specialist consultant.

II. DEFINITIONS

The following words, when used in the Kidnap and Extortion Coverage Form, have the meanings set forth below:

A. Bodily Injury means to kill or injure a Covered Person(s).

B. Employee Compensation means the total gross salary including bonuses, commissions, welfare and benefits contributions and any other contributions and allowances contractually due to an employee.

C. Expense means any of the following incurred and paid by you as a direct result of a Kidnap, Extortion or Detention:

1. reasonable payment paid by you to a person providing information which leads to the arrest of the individual(s) responsible for a Kidnap, Extortion or Detention insured herein; and

2. reasonable and customary loan costs incurred by you from a financial institution providing money to be used for Extortion/Ransom Moneys payments; and

3. reasonable and customary travel and accommodation costs incurred by you or a Covered Person(s) as a result of a Kidnap, Extortion or Detention; and

4. Employee Compensation paid by you to a Covered Person(s) or on behalf of a Covered Person(s) for the duration of the Kidnap, Extortion or Detention for:

i. up to thirty (30) days after the release of the Covered Person(s) from a Kidnap or from a Detention; or

ii. discovery of the death of the Covered Person(s); or

iii. 120 days after the Company receives the last credible evidence that the Covered Person(s) is still alive; or

iv. sixty (60) months after the date of the Kidnap or Detention if the victim has not been released; and

5. Employee Compensation paid by you for a temporary replacement employee hired to perform the duties of the Kidnap or Detention and for thirty (30) days thereafter, and

6. Personal Financial Loss suffered by a Covered Person(s).

7. travel and accommodation costs of a Kidnap or Detention victim to join their immediate family upon their release, and the travel and accommodation cost of an employee to replace the Kidnap or Detention victim. These costs shall apply only once per Covered Person and replacement person(s); and

8. reasonable and customary fees and expenses of an interpreter retained directly as a result of a Kidnap, Extortion or Detention; and

9. all other reasonable and customary expenses incurred by you with our prior consent in resolving a Covered Cause of Loss.

D. Personal Financial Loss means the physical inability of a Covered Person(s) to attend to personal financial matters while a victim of and as a direct result of a Kidnap, Extortion or Detention.

E. Policy Period means the time period stated in the Declarations of this Policy.

F. Product Adulteration means to contaminate, pollute, or render harmful or unfit for use products or goods manufactured, handled or distributed by you or to create publicity implying such.

G. Property means any building and its contents or equipment (fixed or mobile) owned or leased by you or a Covered Person(s) and for which you or a Covered Person(s) is legally liable.

H. Property Damage means physical Loss of or damage to Property or electronic data.

I. Proprietary Information means any information, which you maintain as a trade secret and includes methods, processes, devices, and techniques particular to the conduct of your business.

III. CORPORATE KIDNAP AND EXTORTION EXCLUSIONS

We will not be liable for Loss caused by:

A. Any fraudulent or dishonest act committed by you, a Covered Person(s) or any person you authorize to have custody of Extortion/Ransom Moneys, or

B. Any Loss resulting from the surrender of money or property as the result of a face to face encounter involving the use or threat of force or violence unless such moneys or property are Extortion/Ransom Moneys being stored or transported for the purpose of paying an Extortion or Kidnap demand.

C. Regarding Detention:

1. the taking part by you or a Covered Person(s) in any activities or operations of a government agency or organization, or

2. any violation of the laws of the country of residence or where a Covered Person(s) is traveling, by you or a Covered Person(s). This would include a failure by you or a Covered Person(s) to maintain all legally required travel documents.

IV. CORPORATE KIDNAP AND EXTORTION CONDITIONS

A. Your Duties in the Event of Occurrence, Claim or Suit

1. In the event of an occurrence, written notice containing particulars sufficient to identify you and also reasonably obtainable information with respect to the time, place and

circumstances thereof, and the names and addresses of the victim(s) and of available witnesses, shall be given by or for you to us or any of our authorized agents as soon as practicable.

2. If claim is made or suit is brought against you, you shall immediately forward to us every demand, notice, summons or other process received by you or your representative.

3. You shall cooperate with us and, upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be, liable to you because of injury or damage with respect to which insurance is afforded under this Coverage Form; and you shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

B. Suits Against Us

You agree not to bring suit against us unless you have complied with all the terms of this Coverage Form. Any such suit must be brought within two years after the Loss has occurred.

C. Other Insurance

The insurance afforded by this Coverage Form is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and you have other insurance which is stated to be applicable to the Loss on an excess or contingent basis, the amount of the our liability under this Coverage Form shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the Loss on the same basis, whether primary, excess or contingent, we shall not be liable under this Coverage Form for a greater proportion of the Loss than that stated in the applicable contribution provision below.

1. Contribution by Equal Shares, if all of such other valid and collectible insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such Loss than would be payable if each Insurer contributes an equal share until the share of each Insurer equals the lowest applicable limit of liability under any one Policy or the full amount of the Loss is paid, and with respect to any amount of Loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the Loss; until each such insurer has paid its limit in full of the full amount or the Loss is paid.

2. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, we shall not be liable for a greater proportion of such Loss than the applicable limit of insurance under this Coverage Form for such Loss bears to the total applicable limit of insurance of all valid and collectible insurance against such Loss.

D. Subrogation

In the event of any payment under this Coverage Form, we shall be subrogated to all your rights of recovery against any person or organization and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after Loss to prejudice such rights.

E. Declarations

By acceptance of this Coverage Form, you agree that the statements in the Declarations are your representations, and that this Coverage form is issued in reliance upon the truth of such representations and that this Coverage Form embodies all agreements existing between yourselves and us or any of our agents relating to this insurance.

F. Appraisal

If we cannot agree with you on the amount of the Loss, either of us can demand that the following procedure be used to determine the amount.

1. You or we will request in writing that the dispute be submitted to appraisal within sixty (60) days from the time we receive your proof of Loss. Each of us will then select an appraiser and notify the other of that choice within twenty (20) days of the initial request.

2. The appraisers will select an impartial umpire. If they cannot agree on an umpire within fifteen (15) days either you or we can ask that an umpire be appointed by a judge of the court in the jurisdiction in which the appraisal is pending.
3. The appraisers will appraise each item for its value at the time of Loss and the amount of Loss. If they cannot agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of Loss.

G. Limits of Insurance

The most we will pay for Losses is the applicable Limit of Insurance shown in the Declarations.

H. Deductible

If a deductible applies to your Loss, we subtract the amount of the deductible from the amount of your Loss. The deductible applies separately for each Loss. The amount of the deductible is shown in the Declarations. We will only pay for a Loss when it is in excess of this amount.

I. Due Diligence

You and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any Loss under this insurance.

J. Confidentiality

You and all Covered Person(s) insured under this Coverage Form will make a reasonable effort not to disclose the existence of this insurance.

ON EVIDENCE OR SUSPISION OF A KIDNAP, EXTORTION OR ILLEGAL DETENTION, IMMEDIATELY TELEPHONE NEIL YOUNG ASSOCIATES:

FROM OUTSIDE THE UNITED KINGDOM: 44 7699 741769
FROM WITHIN THE UNITED KINGDOM: 07699 741769

CONTACT THE UNDERWRITERS THROUGH YOUR BROKER OR DIRECTLY WHERE NECESSARY

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 001 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	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," "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 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: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 002 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS OR ASBESTOS – CONTAINING PRODUCTS OR MATERIALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to EXCLUSIONS of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and EXCLUSIONS of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I):

This insurance does not apply to:

Any "bodily injury", "property damage", "personal injury", "advertising injury" or loss, cost, expense or obligation arising out of or in any way related to the actual, alleged or threatened presence of or exposure to asbestos or asbestos-containing products or material. Asbestos means the mineral in any form whether or not the asbestos was at any time:

1. Airborne as a fiber, particle, or dust;
2. Contained in or formed a part of a product, structure, or other real or personal property;
3. Carried on clothing;
4. Inhaled or ingested; or
5. Transmitted by any other means.

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

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 003 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $ _____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to Exclusions of SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Exclusions of **SECTION I - COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

Exclusions

This insurance does not apply to:

1. "Personal injury" or "advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the DEFINITIONS SECTION:

"Silica"

means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds

"Silica-related dust"

means a mixture or combination of silica and other dust or particles.

All other terms and conditions remain unchanged.

ace usa

Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 004 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	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
CONTINGENT AUTO LIABILITY COVERAGE FOR

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;

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 or 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.

"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.

ace usa

Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 005 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $ _____	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 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. for any one "accident" or 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: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 006 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - VOLUNTARY COMPENSATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYERS RESPONSIBILITY COVERAGES

A. It is agreed that those policy sections titled **VOLUNTARY COMPENSATION COVERAGE** and **WE WILL PAY BENEFITS** are deleted and replaced by the following:

VOLUNTARY COMPENSATION COVERAGE

"Voluntary Compensation" coverage applies to any claim for bodily injury by accident, bodily injury by disease or bodily injury by "endemic disease" whether or not it is subject to or governed by any "workers' compensation law". This bodily injury must be injury to your "employee" and must arise out of and in the course of employment by you. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Policy Period.

2. Bodily injury by disease must be caused or aggravated by the conditions of employment by you. The "employee's" last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

3. Bodily injury by "endemic disease" must be caused by disease, which your "employee" may reasonably be thought to have contracted by being in a place as a result of employment by you. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of exposure to the conditions causing or aggravating such bodily injury by "endemic disease" must occur during the Policy Period.

   We will adjust the claim with the "employee" by applying the "workers' compensation law" of the "state" or "country of origin" that applies. The "state" or "country of origin" must be shown in the Declarations. The workplace of the "employee" must be within the "coverage territory." In the event an "employee" seeks and/or receives Workers' Compensation benefits, our obligation to pay "Voluntary Compensation" to such "employee" under this policy ends.

We Will Pay Benefits

We will pay promptly the benefits which would be required of you by the "workers compensation law" of the "state" you choose when making the claim. The "state" you choose must be one which is shown in the Declarations for the following:

1. North Americans means "employees" who are citizens or "legal permanent residents" of the United States (including its territories and possessions), Puerto Rico or Canada.

2. Third Country Nationals means "employees" who are neither citizens nor "permanent residents" of the country of their workplace and who are not described as "North Americans."

3. Local Nationals means "employees" who are citizens or "permanent residents" of the country of their workplace, but who are not described as "North Americans."

If "State of Hire" appears after the words "North Americans" in the Declarations for Voluntary Compensation, then with respect to employees for whom you wish to provide the benefits of a "state" of the United States of America (including its territories and possessions), or Puerto Rico, but who were not hired in any of those places, the benefits will be:

1. those of the "state" which you agreed with the employee prior to the accident or the discovery of the disease; or

2. if no "state" was agreed with the employee prior to the accident or the discovery of the disease, the benefits of the specific "state" shown in the Declaration for "North Americans" as an alternative to the "state of hire", or

3. if no "state" was agreed with the employee prior to the accident or the discovery of the disease, and no specific "state" is shown above for "North Americans", the benefits of the "state" shown in the address of the insured on the first page of the Declarations for this policy.

If your "employee" files a claim for workers' compensation benefits under one of the "states" shown in the Declarations, you are solely responsible for the proper administration and handling of such claim. Upon receipt of satisfactory proof of payment, we will reimburse you, or someone on your behalf, for all payments that you, or someone on your behalf, has made in connection with such claim; however, we will not reimburse you or any other person or entity for payments voluntarily made, or for payments made in whole or in part, as a result of improper or inadequate claim handling or defense.

B. The following are added to the section titled "DEFINITIONS - ALL COVERAGES" of the Employers Responsibility Coverages form:

Legal Permanent Residents

means "employees" who are not citizens or nationals of the United States, who legally and permanently reside in the United States.

Permanent Residents

means "employees" who are not citizens of the country of their workplace and who permanently reside in the country of their workplace.

All other terms and conditions remain unchanged.

ace usa

Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 007 Effective: December 1, 2006

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

The minimum premium for this insurance is $ 2,500, and shall be considered fully earned as of the effective date of this endorsement.

All other terms and conditions remain unchanged.

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KIDNAP, EXTORTION AND DETENTION
INITIAL ACTIONS

In the event of an actual or suspected incident, please contact Neil Young Associates (NYA) immediately:

From outside the United Kingdom: +44 7699 741769

From within the United Kingdom: 07699 741769

If possible, call from a secure telephone. Please leave your:

- name (and company where applicable).
- contact details where you are sure that you can be reached on a secure telephone line (i.e., one that will not be intercepted or called by third parties).

An NYA consultant will contact you on the number you have given as soon as possible. Please have the following details ready:

- the name(s), ages (and company where applicable) of the victim(s)/person(s) concerned.
- when the incident occurred.
- where the incident occurred.
- who was responsible.
- whether the authorities, the media or any other third party are aware of the incident.
- any contact with the kidnappers/persons responsible.

While waiting for NYA to contact you, please attach a tape recorder to any telephone that the kidnappers/persons responsible might ring. Test that the recorder is working, and record any contact with the kidnappers/persons responsible together with the date and time.

NYA consultants will give you advice and deploy to the relevant location as soon as possible. If you are contacted by the kidnappers/persons responsible in the meantime, please:

- tell them of any medical requirements of the victim(s)/person(s) concerned.
- if a kidnap, ask for Proof of Life, i.e., the answer to a question that only the victim(s) can answer, or ask to talk to the victim(s) to ascertain that he/she/they are alive and well.
- do not start negotiating or make any offer. Delay by saying that you must consult other family or company members, as no single person can take such decisions.
- preserve any evidence carefully.
- do not report the incident to anyone if it is not yet public or talk about it to anyone who does not need to know.
- do not tell anyone that does not need to know that you are receiving professional advice.

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KIDNAP & EXTORTION
CLAIMS REPORTING PROCEDURES

COMPANY NOTIFICATION

Notification must be made to the Company in compliance with the notice provisions of the policy. Notification should be made to:

Damien Renella
ACE USA – Specialty Claims
1 Beaver Valley Road Suite 4E
Wilmington, DE 19803

Tel 302.476.7851
Fax 302.476.7855

EMERGENCY RESPONSE

In the event of an actual or suspected incident that may be covered under this policy, immediate contact should be made to **Neil Young Associates** at the 24 hour priority response number below:

UK Callers 07 699 741769
International Code 44 7699 741769

See Kidnap, Extortion & Illegal Detention Procedures Guidelines attached to this policy.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1221 02-2005	Signature Page
IT1X80 01-2003	General Declaration
IT1X83 09-2004	Liability Coverages Declarations
IT1X70 09-2004	Employers Responsibility Declarations with Executive Assistance
IT1229 09-2004	Accident and Health Declaration
IT1288 04-2005	Kidnap and Extortion Declarations
IT1071 01-2003	Common Policy Conditions
IT1068 01-2003	Commercial General Liability Coverage Form
IT1072 01-2003	Contingent Auto Liability Coverage Form
IT1081 01-2003	Employee Benefits Liabilty Endorsement (Claims made Coverage)
IT1084 01-2003	Employers Responsibility Coverages with Executive Assistance
IT1001 01-2003	AD&D and Medical Coverage Form
IT1292 04-2005	Corporate Kidnap and Extortion Coverage Form
IT1054 01-2003	Automobile Medical Payments Coverage
IT1250 04-2003	Exclusion - Asbestos or Asbestos Containing Products
IT1494 12-2004	Exclusion - Silica or Silica-Related Dust
IT1105 04-2003	Exclusion - War or Terrorism
IT1183 12-2006	Hired Auto Physical Damage Coverage Endorsement
IT1490 11-2004	Amendment - Voluntary Compensation
IT8W42 01-2003	Minimum Earned Premium Endorsement

IT3350 04-2005	Kidnap, Extortion and Detention Initial Actions
IT3375 09-2006	Kidnap & Extortion Claims Reporting Procedures

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 008 Effective: April 23, 2007

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: [X] Included	[ ] $_____	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PARTNERSHIPS OR JOINT VENTURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE:

Name of Partnership or Joint Venture:

Department of Agriculture
Governor's Office
Department of Commerce

WHO IS AN INSURED (Section II) is amended to include any partnership or joint venture shown in the Schedule or any new partnership or joint venture of which you are a member or partner. However, coverage under this provision is afforded as follows:

a. only to the extent of your ownership interest in any partnership or joint venture; and

b. as regards newly formed joint ventures, only if such new partnerships or joint ventures are reported to us within 60 days after their formation.

We shall have the right to review, approve and determine premium charge for newly formed partnerships or joint ventures.

Failure by the Named Insured to report to us as outlined above shall invalidate the coverage provided by this clause for any newly formed partnership or joint venture.

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1441 05-2003	Additional Insured - Partnership or Joint Venture

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Named Insured: State of Montana

Policy Number: PHFD37065602

Endorsement Number: 009 Effective: December 1, 2007

Policy Year From: December 1, 2006 To: December 1, 2007

Company Name: ACE American Insurance Company

Premium: ☐ Included	☒ $ 1,460	Due When Coverage Begins:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY TERM CHANGE

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

It is agreed that the policy term is amended to read:
12/01/2006 to 07/01/2008

All other terms and conditions remain unchanged.

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Named Insured: State of Montana

Policy Number: PHFD37065602

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1111 02-2005	Signature Page - Endorsement
IT1209 01-2003	Policy Term Change

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ACE USA
International Advantage
1.Beaver Valley Road
2.West
Wilmington, DE 19803

800.204.0518 *tel*
302.476.6456 *fax*

AdvantagePartners@ace-ina.com

RE: State of Montana
PHFD37065602

Dear Janet,

Enclosed is the renewal for the above named insured.

Our account team at ACE USA, Advantage Business Center, would like to thank you for choosing ACE USA to service your client's needs.

Attached please find two copies of your Policy, Premium Payments Procedures and Claim Reporting Procedures.

We have also enclosed the ACE USA's Privacy position, now required by law, to be provided to you with each new business policy or each renewal term change.

As you have purchased Executive Assistance® Benefits, you will find a letter to the insured and other proprietary information regarding the executive assistance services. This packet of information must be delivered to the contact at the insured's location responsible for supplying the traveler with their emergency information. Lastly, included are stickers and cards with emergency numbers to be given to each traveler.

Please note that we have changed the way we document compliance with the United States Office of Foreign Assets Control requirements regarding trade-related sanctions against certain designated foreign countries and Specially-Designated Nationals. We have added a Trade or Economic Sanctions Endorsement on all of our policies. We will continue to provide the Advisory Notice to Policyholders as a courtesy to our insureds.

Our goal is to provide you and your client with continuous quality service. After reviewing your document(s), if further assistance is needed, contact us at 1.800.204.0518 or email AdvantagePartners@ace-ina.com. For your regional contact visit us at www.aceadvantage.com.

ACE USA
International Advantage

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ACE USA PRIVACY POLICY

ACE USA values its relationship with you and your customers or employees. Protecting the privacy of information we have about your customers or employees is of great importance to us. We want you to understand how we protect the confidentiality of that information as well as how and why we use and disclose it. The following provides details of our practices and procedures for protecting the security of nonpublic personal information both while you are our customer and when you are no longer our customer. This privacy policy applies to the companies listed below.

INFORMATION WE COLLECT

The information we collect about your employees or customers will vary depending on the type of product or service being provided to them, and may include:

- Information we receive from you, your customers, or employees such as name, address, age, phone number, social security number, assets, income, or beneficiaries;
- Information about transactions your employees or customers have with us, with our affiliates, or with others, such as policy coverage, premium, payment history, motor vehicle records; and
- Information we receive from a consumer reporting agency, such as credit histories.

INFORMATION WE DISCLOSE

We do not disclose any personal information to anyone except as is necessary in order to provide our products or services or otherwise as we are required or permitted by law.

YOUR RIGHT TO VERIFY THE ACCURACY OF INFORMATION WE COLLECT

Keeping our information accurate and up to date is important to us. Your customers or employees may see and correct personal information that we collect about them except for information relating to a claim or a criminal or civil proceeding.

CONFIDENTIALITY AND SECURITY

We restrict access to personal information to our employees, our affiliates' employees, or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect the confidentiality of personal information, please consult our web site, www.ace-ina.com, or write to us at ACE USA Customer Services, Two Liberty Place, TL30K, P.O. Box 41484, Philadelphia, PA 19101-1484. Please refer to your policy number in any correspondence.

ACE American Insurance Company

ACE American Lloyds Insurance Company

ACE Employers Insurance Company

ACE Fire Underwriters Insurance Company

ACE Indemnity Insurance Company

ACE Property and Casualty Insurance

ACE Insurance Company of Illinois

ACE Insurance Company of the Midwest

ACE Insurance Company of Ohio

ACE Insurance Company of Texas

Allied Insurance Company

Atlantic Employers Insurance Company

Bankers Standard Fire and Marine Company

Bankers Standard Insurance Company

Century Indemnity Company

ESIS, Inc.

Illinois Union Insurance Company Company

INA Surplus Insurance Company Company

Indemnity Insurance Company of North America

Industrial Underwriters Insurance Company

Insurance Company of North America

Pacific Employers Insurance Company

Westchester Fire Insurance Company

Westchester Surplus Lines Insurance Company

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HOW TO OBTAIN CLAIMS HELP

In the event of a claim, suit or loss under this policy, contact your agent or broker and, during normal business hours, call:

ACE USA – U.S. International Claims
P.O. Box 25149
Lehigh Valley, PA 18002-5149

Direct Telephone: 302.476.6400
Toll Free in the U.S.: 1.866.809.0396 ext.6400
Fax: 1.866.635.5687
E-mail: USI-FirstNoticeofLoss@ace-ina.com
(This e-mail address is for new claim reporting only.)

For after hour emergency claim reporting call:

Direct Telephone: 1.770.810.1130
Toll Free in the U.S.: 1.800.523.9254

***For 24-Hour Emergency Medical, Personnel or Travel Assistance:**

Outside U.S. call collect: (202) 659-7777
Inside U.S.: (800) 766-8206

** Please note this 24-hour Emergency Medical, Personnel or Travel Assistance phone number is provided for those insureds who purchase Employers Responsibility Coverages including Executive Assistance Services as part of their International Advantage policy.*

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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.