

CHUBB®

State of Montana  
Auto

## GENERAL DECLARATIONS

### INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

COMPANY NAME:  
**ACE AMERICAN INSURANCE COMPANY**

POLICY SYMBOL AND NUMBER:

PHF

D38448730 007

Renewed or in place of:

PHF

D38448730 006

NAMED INSURED AND MAILING ADDRESS:

State of Montana  
PO Box 200124

Helena, MT 59620

NAMED INSURED IS:

POLICY PERIOD:

When Coverage Begins:

07/01/2019

When Coverage Ends:

07/01/2020

12:01 A.M. Standard Time at your mailing address shown above

CURRENCY: **U.S. DOLLARS**

<b>PREMIUM:</b>	<b>2,500 Due When Coverage Begins</b>
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In return for the payment of premium indicated above, we agree with you to provide insurance in accordance with the terms and conditions of this policy. If the Coverage Declarations indicate that this insurance is subject to audit or if there is a reporting condition endorsement, the premium stated is an estimate and subject to adjustment.

These Declarations apply for the policy period shown above. Together with the policy sections for Coverage, Common Policy Conditions and Endorsements, these Declarations complete your policy. For renewal policy periods, all Coverage Forms and Endorsements for the expiring policy period are continued in full force and effect unless specifically deleted.

PRODUCER: Erin Bullard

Code / Office: **IT0920**

NAME AND MAILING ADDRESS:

**ALLIANT INSURANCE SERVICES INC**  
1301 DOVE ST  
SUITE 200  
NEWPORT BEACH, CA 92660  
Erin.Bullard@alliant.com



## LIABILITY COVERAGES DECLARATIONS

### ACE AMERICAN INSURANCE COMPANY

<b>NAMED INSURED:</b>	State of Montana
<b>and address:</b>	PO Box 200124 Helena MT 59620
<b>POLICY NUMBER:</b>	PHFD38448730 007
<b>POLICY PERIOD:</b>	07/01/2019 to 07/01/2020 at 12:01 Standard Time at the address shown above

#### COVERAGES

#### LIMITS OF INSURANCE

*(Insurance applies only to those coverages for which a Limit of Insurance is shown)*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit (any one person or organization)
\$1,000,000	Damage To Premises Rented to You Limit (any one premises)
\$25,000	Medical Expenses Limit (any one person)

#### EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

\$1,000,000	Each Claim
\$1,000,000	Annual Aggregate Limit

#### CONTINGENT AUTO LIABILITY COVERAGE FORM

\$1,000,000	Each Accident
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PREMIUM AUDIT APPLIES.

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PREMIUM AUDIT DOES NOT APPLY.

#### COVERAGE TERRITORY FOR LIABILITY COVERAGES

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

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

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

1. indemnify the insured for those sums that the "insured" becomes legally obligated to pay as damages to which the insurance applies and;
  2. pay the cost of defense and aid and manage the insured's defense.
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*All coverages of this policy are subject to the following conditions.*

### **1. Bankruptcy and Insolvency**

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

### **2. Cancellation**

- a. The first Named Insured shown in the Declarations ("first Named Insured") may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - (2) 90 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If we cancel this policy, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If the first Named Insured cancels this policy, we will send the first Named Insured any premium refund due. The refund may be less than pro rata, and will be calculated using the customary standard short rate scale or the cancellation tables promulgated under the laws of the state shown in the first Named Insured's mailing address on the Declarations, whichever is more beneficial to the first Named Insured. The cancellation will be effective even if we have not made or offered a refund.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **3. Changes**

This policy, including all endorsements hereto, contains all the agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### **4. Concealment, Misrepresentation Or Fraud**

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

- (1) This policy;
- (2) The Covered Property or Covered Auto;
- (3) Your interest in the Covered Property or Covered Auto; or

(4) A claim under this policy.

## **5. 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 payment. 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.

## **6. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **7. Inspections And Surveys**

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## **8. 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 the loss or damage.

## **9. Liberalization**

If we revise or replace a Coverage Form that is part of this policy during the policy period to provide more coverage without an additional premium charge, that Coverage Form will automatically provide the additional coverage as of the day that we adopt the revision.

## **10. Premiums**

- a. The first Named Insured shown in the Declarations:
  - (1) Is responsible for the payment of all premiums; and
  - (2) Will be the payee for any return premiums we pay.
- b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

- c. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be

- (1) Paid in accordance with our payment terms;

- (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

- d. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

#### **11. Premium Audit**

- a. If this policy is subject to audit as designated on the Declarations, then the premium shown on the Declarations is an advance premium. We will compute the final premium due when we determine your actual exposures.
- b. Premium shown in this policy as advance premium 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 period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. 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.
- d. If the first Named Insured does not provide us with all requested information within the time required by us, we will estimate the auditable exposure and calculate the audit premium based on such exposure.

#### **12. Sole Agent**

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

#### **13. Transfer Of Rights Of Recovery Against Others To Us**

- a. Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your Covered Property.

- (2) After a loss to your Covered Property only if, at time of loss, that party is one of the following:

- (a) Someone insured by this insurance;

- (b) A business firm:

- (i) Owned or controlled by you; or
- (ii) That owns or controls you; or
- (c) Your tenant. You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

b. Applicable to Liability Coverages:

If the insured has rights to recover all or part of any payment we have made under this policy, 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. This condition does not apply to Medical Expenses Coverage.

#### **14. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **15. 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 coverage afforded by this policy.

#### **16. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 90 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **17. 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.

#### **18. Trade or Economic Sanctions or Other Laws**

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.



## CONTINGENT AUTO LIABILITY COVERAGE FORM

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

### SECTION I – LIABILITY COVERAGE

#### A. Insuring Agreement

The insurance provided by this Coverage Form is “contingent”.

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

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

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

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

#### B. Supplementary Payments

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

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



These payments will not reduce the Limit of Insurance.

## **C. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

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

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

### **3. "Workers' Compensation and Similar Laws"**

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

### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

### **5. Fellow Employee**

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

### **6. Care, Custody Or Control**

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

## **7. Handling Of Property**

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

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

## **8. Movement Of Property By Mechanical Device**

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

## **9. Operations**

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

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## **10. Completed Operations**

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

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

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

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

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

## **11. Pollution**

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

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## **12. War**

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

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **13. Racing**

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

## **14. Nuclear**

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

## **15. Statutory Coverage**

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

## **SECTION II – COVERED AUTOS**

The following are covered “autos”:

### **A. Owned Autos**

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

### **B. Hired Autos**

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

### **C. Non-owned Autos**

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

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

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

### **E. Newly Acquired Autos**

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

### **F. Other Covered Autos**

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

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

## **SECTION III - WHO IS AN INSURED**

The following are “insureds”:

- A.** You for any covered “auto”.

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

1. The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
4. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
5. A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

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

#### **SECTION IV - LIMIT OF INSURANCE**

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

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

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

#### **SECTION V – AUTO CONDITIONS**

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

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

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

1. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - a. How, when and where the "accident" or "loss" occurred;
  - b. The "insured's" name and address; and
  - c. To the extent possible, the names and addresses of any injured persons and witnesses.
2. Additionally, you and any other involved "insured" must:
  - a. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - b. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- d. Authorize us to obtain medical records or other pertinent information.
- e. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

## **B. Legal Action Against Us**

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

- 1. There has been full compliance with all the terms of this Coverage Form; and
- 2. We agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

## **C. Transfer Of Rights Of Recovery Against Others To Us**

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

## **D. Other Insurance**

### **1. Excess Insurance**

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

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

### **2. Primary Insurance**

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

## **E. Maintenance of Underlying Insurance**

- 1. The "insured" must have and maintain "auto" insurance required by law, regulation or other governmental authority in full force and effect during the policy period, except for reduction of aggregate limits due to payments of claims, judgments or settlements.
- 2. The following additional provisions apply with respect to Owned "Autos" or Hired "Autos" (as those terms are described in **SECTION II – COVERED AUTOS, A. Owned Autos** and **B. Hired Autos** above) that you lease for a continuous period of more than thirty (30) consecutive days:
  - a. The "insured" must have and maintain primary "auto" insurance (herein referred to as underlying insurance) in full force and effect throughout the policy period with minimum limits:
    - (1) As required by applicable motor vehicle insurance law and/or financial responsibility law;
    - or



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

whichever is higher.

- b. The coverage provided by this Coverage Form is excess. Our Limits of Insurance will be reduced by the amount of such underlying insurance including any deductibles or self-insured retention amounts.
- c. If the "insured" fails to have and maintain such underlying insurance as shown above, the coverage provided herein will apply as if such underlying insurance was in full force and effect.

#### **F. Premium Audit**

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

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

#### **G. Policy Period, Coverage Territory**

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

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

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

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

#### **I. Knowledge Of An Accident**

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

#### **J. Expanded Coverage Territory and Currency**

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

## SECTION VI – DEFINITIONS

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

B. **“Auto”** means:

1. A land motor vehicle, “trailer” or semi trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

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

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

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

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

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

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

The “coverage territory” also includes:

1. International waters or airspace, provided the “loss” to, or “accident” involving, a covered “auto” was during the course of transportation from one place to another when both places are not within the United States of America (including its territories and possessions), Puerto Rico or Canada;
2. The United States of America (including its territories and possessions), Puerto Rico or Canada, if the “insured’s” responsibility to pay damages is determined in a “suit” on the merits in any country other than the United States of America (including its territories or possessions), Puerto Rico or Canada.

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

1. Any request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
2. Any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of “pollutants”.

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

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

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered “auto”;
- (2) Otherwise in the course of transit by or on behalf of the “insured”;



- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

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

I. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any

of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- J. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- K. **"Loss"** means direct and accidental loss or damage.
- L. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  - 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  - 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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

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

**M. "Nuclear" means:**

1. Under any Liability Coverage, to "bodily injury" or "property damage":
  - a. With respect to which any insured under the policy who is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any other similar nuclear energy liability insurance underwriting association or organization, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any other law or regulation requiring the insured to maintain such financial protection or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any other country, or any agency thereof, under any agreement entered into by the United States of America, or any other country, or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
  - a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf, of an insured or (b) has been discharged or dispersed therefrom;
  - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any insured; or
  - c. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility".

As used in this definition of "nuclear":

- a. "Hazardous properties" includes radioactive, toxic, or explosive properties;
- b. "Nuclear material" means "source material," "special nuclear material" or "by-product material";
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in Atomic Energy Act of 1954 or any law amendatory thereof;
- d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. "Waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content and (2) resulting from the operation by any person or organization of any "nuclear facility" included under Paragraph (1) or (2) of the definition of "nuclear facility";

f. "Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing, or packaging "wastes";
- (3) Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

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

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

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

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

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

- R. **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
- S. **“Trailer”** includes a semi-trailer.
- T. **“Workers’ Compensation and Similar Laws”** means any workers compensation law, occupational disease law or any other legal authority imposing liability for or requiring payment of compensation, benefits, medical care or loss of wages to an “employee” by reason of “bodily injury” or disease arising during the course of employment regardless of whether such payment is required to be made by the employer or any governmental entity.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured State of Montana			Endorsement Number 001
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

**BROAD NAMED INSURED**

**This endorsement modifies coverage 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, or for which the Insured has the responsibility of placing insurance, but solely as respects the interests of the Named Insureds, as their respective rights and interests may appear.

All other terms and conditions of this policy remain unchanged.

**GPS GLOBAL PROGRAM SOLUTIONS ENDORSEMENT  
(Non-Admitted Coverage)**

Named Insured State of Montana			Endorsement Number 003
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This policy is amended as follows:

**FOREIGN ENTITY LOSS PROVISIONS**

**A. Insuring Agreement**

1. This endorsement applies only when a "foreign occurrence" arising out of the premises, products or operations of a "foreign entity" causes injury or damage of a type covered under this policy.

In that case, rather than directly pay on behalf of a "foreign entity", we will indemnify the "first named insured" for the "foreign loss" caused by a "foreign occurrence" in accordance with this endorsement.

2. Nothing in this endorsement is intended to, nor does it, extend coverage beyond the terms, conditions, exclusions and other limitations of this policy.

**B. Who Is An Insured**

When this endorsement applies, the WHO IS AN INSURED provisions are amended to provide that the "foreign entity" is not an "insured" on whose behalf we have a direct duty to pay settlements or judgments or a duty to defend under this policy.

**C. Defense and Supplementary Payments**

When this endorsement applies, rather than directly defend a "foreign entity", we will indemnify the "first named insured" for defense costs incurred in defending a "suit" brought against a "foreign entity", provided that the "first named insured" complies with the **Additional Conditions** shown below and other policy terms, conditions and limitations.

**D. Limits of Insurance**

The insurance provided by this endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) shown in the Declarations of, or elsewhere in, this policy, including any aggregates and sub-limits (collectively, "limits"). Any "foreign loss" for which we pay indemnity will erode and be counted against such limits. Such limits apply on the same basis (per "occurrence", per claim, per accident, per offense, etc.) with respect to the "first named insured" as would apply if the "foreign entity" was an insured under this policy.



Notwithstanding the foregoing, if "allocated loss adjustment expense" is payable under the applicable coverage, coverage part, or coverage form of this policy in addition to the applicable limit of insurance or liability, then amounts incurred for "allocated loss adjustment expense" by the "foreign entity" which are subject to the terms of **A. Insuring Agreement** of this endorsement will not be included in the applicable limit of insurance or liability.

#### **E. Additional Conditions**

When this endorsement applies, the following conditions apply in addition to the conditions and limitations provided elsewhere in this policy.

##### **1. Claims Made/Reported Coverage (if applicable)**

Any requirements in this policy that a claim be first made, or deemed made, during the policy period or any discovery or extended reporting period will also apply to all claims made against a "foreign entity" for which the "first named insured" seeks indemnification. Any provisions regarding notice of circumstances which may become a claim under this policy will apply to circumstances known or which reasonably should have been known by the "first named insured".

##### **2. Additional Duties Of The "First Named Insured"**

- a. With respect to a "foreign occurrence" which may result in a claim under this endorsement, the "first named insured" assumes the duty to notify us, and must notify us in accordance with the standards shown in the applicable coverage form, coverage part or endorsement.
- b. The "first named insured" will, when directed by us:
  - (1) retain in its own name, but at our expense, a loss adjusting expert ("loss adjuster") authorized in the jurisdiction or country in which the "foreign loss" occurred and approved by us;
  - (2) where permitted by applicable law, grant us the full right to collaborate with such loss adjuster;
  - (3) grant us full access to any records produced by such loss adjuster; and
  - (4) obtain the right to control the investigation, adjustment, defense and settlement of the "foreign loss" using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

##### **3. Payment As Discharge Of Liability**

With respect to any "foreign loss", payment to the "first named insured" will, to the extent of such payment and in all circumstances, discharge us from any liability or alleged liability to any other person or entity, whether or not named as an insured in this policy.

##### **4. Truthfulness and Accuracy of Information**

When this endorsement applies:

- a. The "first named insured" will make a good faith effort to provide truthful and accurate information to us with respect to a "foreign entity", "foreign occurrence", claim, "suit" or "foreign loss".



- b. The "first named insured" will not, at any time, intentionally conceal or misrepresent facts concerning this policy, including the risk to be insured; a "foreign entity"; a "foreign loss", claim or "suit"; or a "foreign occurrence".

#### **F. Additional Definitions**

The following definitions apply to this endorsement in addition to definitions set forth elsewhere in this policy:

**1. "Allocated loss adjustment expense" means any:**

- a. Expenses, costs and interest provided for under this policy that responds to a loss, claim, "suit" or demand, and
- b. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any loss, claim, "suit" or demand arising under this policy that we directly allocate to a particular claim, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses will include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, "allocated loss adjustment expense" does not include:

- 1. the salaries of the employees of any "foreign entity" or of the "first named insured"
  - 2. fees, expenses and interest for legal services not provided to or for the benefit of the "first named insured"; and
  - 3. amounts otherwise reimbursed to the "first named insured" or "foreign entity".
- 2. "First named insured" means the first Named Insured shown in the Declarations.**
- 3. "Foreign entity" means a person, entity or organization whose principal place of business, statutory domicile or residence is located in a country where we are not permitted to provide insurance without a "license" or the Company does not have an affiliate or partner company in the country to provide insurance coverage for persons or entities insured under the applicable "Who Is An Insured" section of the Policy or any endorsement thereto. Country includes any political jurisdiction that independently regulates the licensing of insurance companies.**
- 4. "Foreign loss" means:**
- a. Damages, benefits or other amounts for which coverage is provided under this policy, that a "foreign entity" has incurred or becomes legally obligated to pay because of injury, damage, loss, or liability to which this insurance would apply if the "first named insured" were directly liable for such amounts because of acts, errors or omissions of the "first named insured"; and
  - b. Any reasonable and necessary expenses or costs incurred by a "foreign entity" to which this insurance would apply if we defended the claim or "suit";

which have not been paid, indemnified or reimbursed under any other insurance.

5. "Foreign occurrence" means an occurrence, offense, accident, act, error, omission, wrongful act (as any of these terms may be defined in this policy) which may result in a "foreign loss".
6. "License" or "Licensed" means with respect to any country, permitted in accordance with applicable law to conduct the business of insurance in such country.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

## CRISIS ASSISTANCE EXPENSES ENDORSEMENT

Named Insured State of Montana			Endorsement Number 007
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

### SCHEDULE

<b>Limits of Insurance:</b>	
Crisis Assistance Expenses Aggregate Limit:	\$50,000

It is agreed that:

**A. SECTION I – COVERAGES** is amended to include the following:

#### **CRISIS ASSISTANCE EXPENSES**

##### **1. Insuring Agreement**

###### **a. Payment**

- (1) We will pay reasonable and necessary “crisis assistance expenses” incurred by the insured arising out of a “crisis event” that first commences during the policy period.
- (2) The amount we will pay under subparagraph **a.(1)** is limited as described in **SECTION III – LIMITS OF INSURANCE** below.
- (3) Any payment of “crisis assistance expenses” that we make will not be an acknowledgement of coverage under this insurance.
- (4) We have no duty to investigate, defend or settle any claim, “suit” or other demand of any nature against any insured or any other person or organization.
- (5) Our obligations hereunder end when we have used up the applicable Limit of Insurance.
- (6) No other obligation or liability to perform acts or services is covered.

###### **b. How This Insurance Applies**

- (1) This insurance applies only if:
  - (a) Such “crisis event” is first reported to us by the insured in writing during the policy period; and
  - (b) Such “crisis assistance expenses” are directly related to the “crisis event”.
- (2) A “crisis event” will be deemed to first commence when a “key executive” first becomes aware of such “crisis event”.
- (3) A “crisis event” will be deemed to end at the earliest of the following times:

- (a) 180 days after the notice of such “crisis event” was given to us; or
- (b) When the Crisis Assistance Expenses Aggregate Limit shown in the Schedule above has been used up.
- (4) All reports in connection with the same “crisis event” will be deemed to have been made at the time the first of those reports is made to us by any insured in writing.

**B. SECTION III – LIMITS OF INSURANCE** is amended to include the following:

The Crisis Assistance Expenses Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all “crisis assistance expenses”.

Any such sum we pay will reduce the amount of the Crisis Assistance Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

**C. With respect to the Crisis Assistance Expenses Insuring Agreement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

**1. Duties in the Event of a Crisis Event**

You must see to it that within forty-eight (48) hours of a “crisis event” that would be expected by the insured, or from the standpoint of a reasonable person in the circumstances of the insured, to result in damages to which this insurance would apply that we are notified of such event.

To the extent possible, notice should include:

- a. How, when and where the “crisis event” took place;
- b. The names and addresses of any injured persons and witnesses;
- c. The nature and location of any injury or damage arising out of the “crisis event”; and
- d. The reason why the “crisis event” is likely to involve injury or damage to which this insurance applies.

Any limitation in any condition with respect to voluntary payments does not apply to the Crisis Assistance Expenses Insuring Agreement, unless such payment is one that requires our consent as specified in the definition titled “crisis assistance expenses”.

**2. No Benefit to Others**

This insurance is for the benefit of insureds. No other person or organization may benefit directly from it.

**3. Reduction of Expenses**

All insureds must take all reasonable steps to minimize “crisis assistance expenses”.

**D. With respect to the Crisis Assistance Expenses Insuring Agreement, SECTION V – DEFINITIONS** is amended to include the following definitions:

- 1. “Crisis assistance expenses” means the following expenses incurred by the insured during a “crisis event” to which this insurance applies which are directly attributable to a “crisis event”:
  - a. Expenses to secure the scene of a “crisis event”;
  - b. Fees charged by a “crisis assistance service provider” for professional service or advice;
  - c. Funeral or related service expenses;
  - d. Psychological or grief counseling expenses;
  - e. Temporary living expenses;
  - f. Travel expenses; and
  - g. Any other expense approved by us.
- 2. “Crisis assistance service provider” means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of

your “employees” or directors, managers, “executive officers”, partners or workers (whether or not any of the foregoing is an “employee”).

We do not provide or make any representations or warranties in connection with the services provided by firms hired by you.

3. “Crisis event” means an event that you reasonably believe has resulted, or may result in:
  - a. Damages to which this insurance applies; and
  - b. Significant adverse regional or national media coverage.
4. “Key executive” means your:
  - a. Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or such officer’s equivalents;
  - b. President;
  - c. General counsel;
  - d. Director or manager (if you are a limited liability company);
  - e. Member (if you are a partnership, joint venture or limited liability company); or
  - f. Partner (if you are a partnership).

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured State of Montana			Endorsement Number 008
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

## **EXCLUSION – PROFESSIONAL SERVICES (BROAD FORM)**

**This endorsement modifies coverage under the following:**

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that:

1. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions for Coverage A:**

This insurance does not apply to:

- **Professional Services**

“Bodily injury” or “property damage” arising out of the rendering of or failure to render any professional service, including, but not limited to, the following:

“Professional Services” means technical or unique services, requiring specialized knowledge, labor or skill, performed by individuals, partnerships, firms, or corporations whose occupation is in the rendering of such services.

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services;
- (9) Massage services; and

(10) Services in the practice of pharmacy.

2. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Exclusions for Coverage B:**

This insurance does not apply to:

- **Professional Services**

"Personal and advertising injury" arising out of the rendering of or failure to render any professional service, including, but not limited to, the following:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services;
- (9) Massage Services
- (10) Services in the practice of pharmacy.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured State of Montana			Endorsement Number 009
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

## **EXCLUSION – WAR OR TERRORISM**

This endorsement modifies coverage under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**

It is agreed that:

1. **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions for Coverage A** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by deleting paragraph i. **War** and replacing it with the following:

**i. 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;
- (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.”

2. **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions for Coverage B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended by deleting paragraph p. **War** and replacing it with the following:

**p. War or Terrorism**

“Personal and 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;
- (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."

3. Section A of the **EMPLOYEE BENEFITS LIABILITY COVERAGE FORM** is amended by adding the following under 2. **Exclusions**:

This insurance does not apply to:

**War or Terrorism**

Any "claim" 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."

4. The following definition is added to **SECTION V – DEFINITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and to **section F.** of the **EMPLOYEE BENEFITS LIABILITY**:

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

- a. That involves the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or

- (4) Use, release or escape of nuclear materials; or
- (5) Commission or threat of an act that directly or indirectly results or threatens to result in nuclear reaction or radiation or radioactive contamination; or
- (6) Dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (7) Release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "terrorism" was to release such materials; and

**b.** When one or both of the following applies:

- (1) 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
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured State of Montana			Endorsement Number 010
Policy Symbol PHF	Policy Number D38448730 007	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

## **KNOWLEDGE OF OCCURRENCE**

**This endorsement modifies coverage under the following:**

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 3. Knowledge of Occurrence or Offense** is deleted and replaced by the following:

#### **3. Knowledge of Occurrence or Offense**

Knowledge of an "occurrence," offense, claim, or "suit" by an agent, servant, or "employee" of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or "suit" by any agent, servant, or "employee" of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless an individual in one of the **Scheduled Positions** listed below shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant, or employee.

#### **Scheduled Positions**

Corporate Insurance Manager

All other terms and conditions of this policy remain unchanged.