



# CSU Foreign Travel Insurance Program (FTIP)

## COVERAGE SUMMARY

**INSURER:**

ACE USA – U.S  
International Advantage  
Program

**POLICY TERM:**

July 1, 2016 to  
July 1, 2017

**POLICY NO:**

GLMN04950872R

**NAMED COVER ENTITY:**

1. California State University Risk Management Authority (CSURMA)
2. California State University (CSU)
3. CSU Auxiliary Organizations

**COVERAGE TERRITORY:**

ANYWHERE IN THE WORLD excluding:

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

**LIMITS / SUB-LIMITS:****Primary General Liability**

\$5,000,000	Coverage A – Bodily Injury/Property Damage Each Occurrence
\$5,000,000	Aggregate Limit/Products/Completed Ops
\$1,000,000	Premises Damage Limit
\$5,000,000	Coverage B – Personal Injury & Advertising Injury – Aggregate Limit
\$10,000	Coverage C – Medical Expense Limit (any one person)
\$1,000,000	Employee Benefits Liability Endorsement- Each Claim (Subject to \$1,000 Deductible) (Claims Made Coverage) and Annual Aggregate

**Contingent Auto Liability (Excess)**

\$1,000,000	Bodily Injury/Property Damage Liability Each "accident"
\$100,000	Hired Auto Physical Damage/any one policy period
\$25,000	Auto Medical Payments/each person/ each accident

**Employers Responsibility Coverage Voluntary Compensation**

State of Hire	North Americans – State of Hire
Country Origin	Third Country Nationals – Country of Origin
Country Origin	Local Nationals – Country of Origin

**Employers Liability**

\$1,000,000	Bodily Injury by Accident/each Accident
\$1,000,000	Bodily Injury by Disease/each Employee (including Endemic Disease)
\$1,000,000	Bodily Injury by Disease/Policy Limit (including Endemic Disease)

**Primary Accident or Sickness Expense Benefit**

\$250,000	Employee/Student (Primary Accident or Sickness Expense Benefit)
\$250,000	Spouse/Dependent/Volunteer (Primary Accident or Sickness Expense Benefit)
Treated as any other medical condition	Maximum Preexisting Conditions
\$1,000	Maximum for Dental Treatment – Injury Only
\$500	Alleviation of Pain – Maximum
\$2,000	Maximum for Therapeutic Termination of Pregnancy
	\$0 Deductible per Covered Accident or Sickness
	364 Maximum Period of Coverage
	Incurral Period: 60 days after the date of Covered Accident or Sickness

**Emergency Medical Benefits**

Up to \$10,000	Emergency Medical Benefit Maximum
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**QUESTIONS:****Stacey Weeks**

(415) 403-1448  
[sweeks@alliant.com](mailto:sweeks@alliant.com)

**Van Rin**

(415) 403-1408  
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**Rob Leong**

(415) 403-1448  
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While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.



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### LIMITS / SUB-LIMITS:

**Emergency Medical Evacuation**

100% of Emergency Medical Evacuation Benefit Maximum  
Covered  
Expense

**Repatriation of Remains Benefit**

100% of Repatriation of Remains Benefit Maximum  
Covered  
Expense

**Emergency Reunion**

\$5,000 Benefit Maximum  
\$300 Daily Benefit Maximum  
10 days Maximum Number of Days  
Round Trip Ticket to fly to injured participant included in maximum benefit

**Aggregate Limit Benefit**

\$3,000,000 Aggregate Limit/Benefit Maximum

**Accidental Death & Dismemberment Benefit**

\$100,000 Employee / Student – AD&D Benefit  
\$50,000 Other– AD& D Benefit

**Trip Cancellation**

\$2,500 Benefit Reimbursement of non-refundable covered expenses paid for trip up to Benefit  
Maximum Maximum if prevented from taking trip as a result of injury, sickness, or death

**Trip Interruption Benefit**

\$2,500 Benefit Reimbursement of cost for one-way economy air/or ground transportation  
Maximum ticket, up to benefit maximum, if participant’s trip is interrupted as a result of  
a death of a family member or unforeseen injury or sickness of participant’s  
family member.

**Trip Cancellation (Self-Funded)**

\$2,500 Benefit Limited self-insured coverage for trip cancellation, addressing the cost of  
Maximum cancelling or early return from travel triggered by critical events that may not  
be covered under the insurance program.

### COMMENTS / CONDITIONS:

1. Trips need to be reported
2. For any high hazardous / war risk country both the Campus President and Chancellor’s Office approvals are required

**QUESTIONS:**

**Stacey Weeks**  
(415) 403-1448  
[sweeks@alliant.com](mailto:sweeks@alliant.com)

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(415) 403-1408  
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**TRAVEL ASSISTANCE:**

ACE Travel Assistance Program  
1-855-327-1414 (Toll-Free)  
1-630-9764 (Direct Dial)

Email: [medassist-usa@axa-assistance.us](mailto:medassist-usa@axa-assistance.us)

Policyholder: California State University RMA  
Policy Number: ADDN04950872R  
Assistance Provider: AXA Assistance USA, Inc.

**QUESTIONS:****Stacey Weeks**

(415) 403-1448  
[sweeks@alliant.com](mailto:sweeks@alliant.com)

**Van Rin**

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## Participating Organization Endorsement

This Endorsement form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this form takes effect as of the Policy Effective Date shown in the Policy's Master Application. This form is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

**I.** This definition is added to the Definitions section of the Policy:

Participating Organization – means any individual, firm, corporation or other organization which meets these tests:

1. it elects coverage or elects to offer coverage under the Policy by completing a Participating Organization Application; and
2. its Application has been accepted by Us; and
3. it pays any required premium when due;

while coverage through the Participating Organization is available under the Policy.

**II.** This section is added to the Policy:

### **PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES**

**A. EFFECTIVE DATE.** A Participating Organization's coverage under the Policy begins on the later of:

1. the Participating Organization Effective Date shown in the Participating Organization Application on the first day of the Policy Term at the address of the Participating Organization shown in the Participating Organization Application; or
2. the Policy Effective Date shown in the Master Application.

**B. TERMINATION DATE.** We may terminate the Participating Organization's coverage under the Policy by giving 31 days advance notice in writing to the Participating Organization. Either We or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any time, be terminated by the mutual written consent of Us and the Participating Organization.

A Participating Organization's coverage terminates automatically on the first of these dates:

1. the Participating Organization Termination Date shown on the Participating Organization Application; or
2. the premium due date if any required premiums are not paid when due; or
3. the date the Policy terminates.

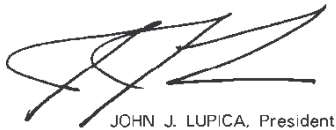
III. This language applies to each Amendment form attached to the Policy:

Any Amendment form applies only to accidents that occur on or after the later of:

1. the effective date of each such form; or
2. the effective date of the Participating Organization's coverage under the Policy.

Each such form applies to a Participating Organization's coverage only if the Participating Organization has elected the coverage described in the form as shown in the Participating Organization Application.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Participating Organization Application

I. Application is hereby made for a plan of blanket travel Accident and Sickness insurance based on the following statements and representations:

**1. Identification of Policyholder:**

Name of Policyholder: Trustee of the Educational Travel Insurance Trust  
 Address of Policyholder: Delaware  
 Policy Number: GLM N04966648R

**2. Identification of Participating Organization:**

Name of Participating Organization: California State University International Program  
 Address of Participating Organization: 401 Golden Shore  
 Long Beach, CA 90802

**3. Classification of Eligible Persons:**

Class 1 All named students of the Participating Organization traveling on behalf of the International Programs as on file with the Company.

\*Dependents of Class(es) 1 are eligible for coverage under this Policy.

**4. Participating Organization Riders and/or Endorsements:**

The following Riders and/or Endorsements, if any, are attached to and made part of the Participating Organization's coverage under the Policy as of the Participating Organization Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
AH10051a	Participating Organization Endorsement

**5. Participating Organization Coverage:**

**Covered Activities:**

Class 1 Educational Travel  
 Personal Deviation Limited

Dependents of Class 1      Educational Travel  
Personal Deviation Limited

**Benefits:**                      Medical Expense Benefits  
Emergency Medical Benefits  
Emergency Medical Evacuation Benefit  
Repatriation of Remains Benefit

**Additional Benefits:**      Emergency Reunion Benefit  
Home Country Extension Benefit  
Security Evacuation Benefit  
Trip Cancellation Benefit  
Trip Interruption Benefit  
Accidental Death & Dismemberment  
Coma Benefit  
Felonious Assault Benefit  
Hijacking and Air Piracy Benefits

**7. Participating Organization's Policy Term:** July 1, 2016 at 12:01 a.m. to June 30, 2017 at 11:59 p.m.

- II. The undersigned Participating Organization hereby elects the blanket travel Accident and Sickness Insurance Benefits provided by ACE American Insurance Company as outlined on this Participating Organization Application. It is agreed that this Application for Insurance Benefits replaces any prior application made for the same coverage.

**WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.**

\_\_\_\_\_  
Signed for the Participating Organization

\_\_\_\_\_  
Title

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Date

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Signed by Licensed Resident Agent  
(Where Required by Law)





ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Blanket Accident and Sickness Policy

**POLICYHOLDER:** Trustee of the Educational Travel Insurance Trust on behalf of the Participating Organization

**PARTICIPATING ORGANIZATION:** California State University International Program

**POLICY NUMBER:** GLM N04966648R

**POLICY EFFECTIVE DATE:** July 1, 2016


**POLICY TERM:** July 1, 2016 at 12:01 a.m. to June 30, 2017 at 11:59 p.m.

**STATE OF DELIVERY:** Delaware

This Policy takes effect at the Participating Organization’s address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at the Participating Organization’s address, on the last day of the Policy Term unless the Participating Organization and We agree to continue coverage under this Policy for an additional Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

## IMPORTANT NOTICE

This policy provides travel insurance benefits for individuals traveling outside of their home country. This policy does not constitute comprehensive health insurance coverage (often referred to as “major medical coverage”) and does not satisfy a person’s individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA).

For more information about the ACA, please refer to [www.HealthCare.gov](http://www.HealthCare.gov).

**PLEASE READ THE POLICY CAREFULLY.**

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## SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date.

### **CLASSES OF ELIGIBLE PERSONS:**

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class. Also, a person may not be insured as a Dependent and an Insured at the same time.

Class 1 All named students of the Participating Organization traveling on behalf of the International Programs as on file with the Company.

Dependents of Class(es) 1 Insureds are eligible for Coverage under this Policy.

### **COVERED ACTIVITIES:**

Class 1	Educational Travel Personal Deviation Limited
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Dependents of Class 1	Educational Travel Personal Deviation Limited
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### **BENEFITS:**

#### **Medical Expense Benefits**

Total Maximum per Covered Accident or Sickness, per Covered Person:

Class 1:	\$250,000
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Spouse of Class 1	\$250,000
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Children of Class 1	\$250,000
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Maximum for Preexisting Conditions:	treated as any other medical condition
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Maximum for Dental Treatment (Injury Only):	\$1,000
(Alleviation of Pain):	\$500

Maximum for Emergency Medical Treatment of Pregnancy:	treated as any other medical condition
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Maximum for Room & Board Charges:	average semi-private room rate
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Maximum for ICU Room & Board Charges: two (2) times the average semi-private room rate

Maximum for Mental and Nervous Disorders:

Inpatient: \$10,000  
Outpatient: \$10,000

Maximum for Prescription Drugs:

Inpatient Co-insurance: 100%  
Outpatient Co-insurance: 80%

Maximum for Therapeutic Termination of Pregnancy:

\$2,000

Deductible: \$0 per Covered Accident or Sickness

Co-insurance Rate: 100% of the Usual and Customary Charges

Incurral Period: 60 days after the date of Covered Accident or Sickness

Maximum Benefit Period: The earlier of the date the Covered Person's Trip ends, or 52 weeks from the date of a Covered Accident or Sickness

Maximum Period of Coverage: 365 days

**Emergency Medical Benefits**

Benefit Maximum: up to \$10,000

**Emergency Medical Evacuation Benefit**

Benefit Maximum: 100% of the Covered Expenses

**Repatriation of Remains Benefit**

Benefit Maximum: 100% of the Covered Expenses

**Emergency Reunion Benefit**

Benefit Maximum: \$5,000

Daily Benefit Maximum: \$300

Maximum Number of Days: 10

**Home Country Extension Benefit**

Benefit Maximum: up to the Medical Expense Benefit Maximum

Deductible: \$0

Maximum Benefit Period: 30 days

**Security Evacuation Expense Benefit**

Benefit Maximum: \$50,000

Aggregate Limit per Occurrence: \$500,000

**Trip Cancellation Benefit**

Benefit Maximum: \$2,500

**Trip Interruption Benefit**

Benefit Maximum: \$2,500

**AGGREGATE LIMIT:**

Benefit Maximum: \$3,000,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

**Accidental Death & Dismemberment Benefits**

Principal Sum:

Class 1 \$100,000

Spouse of Class 1 \$50,000

Children of Class 1 \$50,000

**Coma Benefit**

Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum.

**Felonious Assault Benefit**

Benefit Amount: 5% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

**Hijacking and Air Piracy Benefit**

Benefit Amount: 5% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

**INITIAL PREMIUM RATES:**

**DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

**“Active Service”** means a Covered Person is either 1) actively at work performing all regular duties at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Country of Permanent Assignment”** means a country, other than a Covered Person’s Home Country, in which the Participating Organization requires a Covered Person to work for a period of time that exceeds 365 continuous days.

**“Country of Permanent Residence”** means a country or location in which the Covered Person maintains a primary permanent residence.

**“Covered Accident”** means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Activity”** means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

**“Covered Expenses”** means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. Coverage under the Participating Organization’s Policy must remain continuously in force from the date of the Covered Accident or Sickness until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

**“Covered Loss” or “Covered Losses”** means an accidental death, dismemberment, or other Injury covered under the Policy.

**“Covered Person”** means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Participating Organization, individual applications are not required for an eligible person to be a Covered Person.

**“Deductible”** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Covered Person per Covered Accident or Sickness basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

**“Dependent”** means an Insured’s lawful spouse or an Insured’s unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

**“Dependent”** also means an Insured’s Domestic Partner. **“Domestic Partner”** means a person of the same or opposite sex of the Insured who:

- 1) shares the Insured’s primary residence;
- 2) has resided with the Insured for at least 12 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
- 3) is financially interdependent with the Insured in each of the following ways;
  - a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
  - b. by owning or leasing their permanent residence as joint tenants;
  - c. by naming, or being named by the other as a beneficiary of life insurance or under a will;
  - d. by each agreeing in writing to assume financial responsibility for the welfare of the other.
- 4) has signed a Domestic Partner declaration with Insured, if recognized by the laws of the state in which he or she resides with the Insured;
- 5) has not signed a Domestic Partner declaration with any other person within the last 12 months.
- 6) is 18 years of age or older;
- 7) is not currently married to another person;
- 8) is not in a position as a blood relative that would prohibit marriage.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

**“Home Country”** means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country. Home Country also includes the Covered Person’s Country of Permanent Assignment or Country of Permanent Residence.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

**“Injury”** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent, and accidental means. All injuries sustained by one person in any one

Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**“Medically Necessary”** means a treatment, service, or supply that is: 1) required to treat an Injury or Sickness; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eyeglass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

**“Preexisting Condition”** means an illness, disease, or other condition of the Covered Person that in the 3 months period before the Covered Person’s coverage became effective under the Policy:

1. first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or
2. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. was treated by a Doctor or treatment had been recommended by a Doctor.

**“Sickness”** means an illness, disease, or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

**“Trip”** means Participating Organization sponsored travel by air, land, or sea from the Covered Person’s Home Country. It includes the period of time from the start of the trip until its end provided the Covered Person is engaged in a Covered Activity or Personal Deviation if covered under the Policy.

**“Usual and Customary Charge”** means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supply is provided.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.



## **ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

An Insured's Dependent is eligible on the date:

1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent, if later.

In no event will a Dependent be eligible if the Insured is not eligible.

## **EFFECTIVE DATE OF INSURANCE**

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person or Dependent is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service. A Dependent's insurance will not be in effect prior to the date an Eligible Person is insured.

## **TERM OF COVERAGE**

This coverage will start on the actual start of the Trip. It does not matter whether the Trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. the date the Covered Person returns to his or her Home Country;
2. the scheduled Trip return date; or
3. the date the Covered Person makes a Personal Deviation (unless otherwise provided by the Policy).

"Personal Deviation" means:

1. An activity that is not reasonably related to the Covered Activity; and
2. Not incidental to the purpose of the Trip.

## **TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends; or
3. the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the earlier of termination or the actual start of the Trip.

## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

### Medical Expense Benefits

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductible, Co-insurance Rate, Maximum Benefit Period, Benefit Maximum, and other terms or limits shown in the *Schedule of Benefits*.

Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible, if any, has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person incurs;
3. for charges incurred for services rendered to the Covered Person while on a covered Trip; and;
4. provided the first charge is incurred within the Incurral Period shown in the *Schedule of Benefits*.

### Covered Medical Expenses

- Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room)
- Services of a Doctor or a registered nurse (R.N.)
- Ambulance service to or from a Hospital
- Laboratory tests
- Radiological procedures
- Anesthetics and their administration
- Blood, blood products, artificial blood products, and the transfusion thereof
- Physiotherapy
- Chiropractic expenses on an inpatient or outpatient basis
- Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription
- Dental charges for Injury to sound, natural teeth
- Emergency medical treatment of pregnancy
- Therapeutic termination of pregnancy
- Artificial limbs or eyes (not including replacement of these items)
- Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces)
- Oxygen or rental equipment for administration of oxygen
- Rental of a wheelchair or hospital-type bed
- Rental of mechanical equipment for treatment of respiratory paralysis
- Mental and Nervous Disorders: limited to one treatment per day. "Mental and Nervous Disorders" means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind
- Pregnancy and childbirth

## **Emergency Medical Benefits**

We will pay Emergency Medical Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits* if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and
2. is traveling on a covered Trip.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.
2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services, or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

## **Emergency Medical Evacuation Benefit**

We will pay Emergency Medical Evacuation Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling on a covered Trip.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person during the Covered

Person's emergency medical evacuation to a different hospital, treatment facility, or the Covered Person's place of residence.

"Immediate Family Member" means a Covered Person's spouse, child, brother, sister, parent, grandparent, or in-law.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services, or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

### **Repatriation of Remains Benefit**

We will pay Repatriation Benefits as shown in the *Schedule of Benefits* for preparation and return of a Covered Person's body to his or her home if he or she dies as a result of a Medical Emergency while traveling on a covered Trip. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains;
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person's body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Emergency Reunion Benefit**

We will pay up to the Benefit Maximum as shown in the *Schedule of Benefits* for expenses incurred to have a Covered Person's Family Member accompany him or her to the Covered Person's Home Country or the Hospital where the Covered Person is confined if the Covered Person is: 1) confined in a Hospital for at least 24 consecutive hours due to a covered Injury or Sickness and the attending Doctor believes it would be beneficial for the Covered Person to have an Family Member at his or her side; or 2) the victim of a Felonious Assault. The Family Member's travel must take place within 7 days of the date the Covered Person is confined in the Hospital, or the date of the occurrence of the Felonious Assault.

“Felonious Assault” means a violent or criminal act reported to the local authorities which was directed at the Covered Person during the course of, or an attempt of, a physical assault resulting in serious injury, kidnapping, or rape.

Covered expenses include an economy airline ticket and other travel related expenses not to exceed the Daily Benefit Maximum and the Maximum Number of Days shown in the *Schedule of Benefits*.

All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

“Family Member” means a Covered Person’s parent, sister, brother, husband, wife, child, grandparent, or immediate in-law.

### **Home Country Extension Benefit**

We will pay benefits for Covered Medical Expenses up to the Benefit Maximum shown in the *Schedule of Benefits* if the Covered Person obtains treatment of a covered Injury or Sickness while he or she is in his or her Home Country provided treatment is rendered within the Incurral Period shown in the *Schedule of Benefits*. These benefits are limited to the benefits that would be otherwise payable under the Medical Expense Benefit if the Covered Person were outside of his or her Home Country. Benefits are payable under the Policy only to the extent that Covered Expenses are not payable under any other domestic health care plan.

Coverage under this benefit begins on the date the Covered Person arrives in his or her Home Country. It ends the later of: 1) the Maximum Benefit Period shown in the *Schedule of Benefits*, or 2) the date the Covered Person leaves his or her Home Country. This benefit is payable only once in any Policy Term.

Home Country Extension Benefit payments are subject to the Deductible, Coinsurance Rate, and Benefit Maximum shown in the *Schedule of Benefits* for Medical Expense Benefits.

### **Security Evacuation Expense Benefit**

We will pay Security Evacuation Expense Benefits to the Covered Person, if:

1. an Occurrence takes place during the Covered Activity described in the Policy and his or her Term of Coverage; and
2. while he or she is traveling outside of his or her Home Country.

Benefits will be subject to the Benefit Maximum shown in the *Schedule of Benefits*.

Benefits will be paid for:

1. the Covered Person’s Transportation and Related Costs to the Nearest Place of Safety necessary to ensure his or her safety and well-being as determined by the Designated Security Consultant.

2. the Covered Person's Transportation within 5 days of the Security Evacuation to either of the following locations as chosen by the Covered Person:
  - a. back to the country in which the Covered Person is traveling during the Covered Activity but only if 1) coverage remains in force under the Policy; and 2) there is no U.S. State Department Travel Warning in place on the date the Covered Person is scheduled to return; or
  - b. the Covered Person's Home Country; or
  - c. where the Policyholder that sponsored the Covered Person's Trip is located.
3. consulting services by a Designated Security Consultant for seeking information on a Missing Person or kidnapping case, if the Covered Person is considered kidnapped or a Missing Person by local or international authorities.

Security Evacuation Expense Benefits are payable only once for a Covered Person for any one Occurrence.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. Our assistance provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical due to hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Covered Person until a Security Evacuation occurs.

Right of Recovery - If, after a Security Evacuation is completed, it becomes evident that the Covered Person was an active participant in the events that led to the Occurrence, We have the right to recover all Transportation and Related Costs from the Covered Person.

Changes in Terms and Conditions - The terms and conditions of this benefit may be changed at any time to reflect conditions that, in Our opinion, constitute a change in the Policyholder's Security Evacuation exposure. We will give at least 31 days advance written notice (or authorized electronic or telephonic means) to the Policyholder of any change in the terms and condition of this benefit.

"Appropriate Authority(ies)" means the U.S. State Department, the government authority(ies) in the Covered Person's Home Country or Country of Residence or the government authority(ies) of the Host Country.

"Designated Security Consultant" means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Covered Person(s) in his or her care.

"Evacuation Advisory" means a formal recommendation issued by the Appropriate Authority(ies) that the Covered Person or citizens of his or her Home Country or Country of Residence or citizens of the Host Country leave the Host Country.

"Host Country" means any country, other than an OFAC excluded country, in which the Covered Person is traveling while covered under the Policy.

"Missing Person" means a Covered Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

“Natural Disaster” means storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the Covered Person’s Trip occurs and the area is deemed to be uninhabitable or dangerous.

Natural disaster does not mean nuclear reactions, uninhabitable property, transportation strikes, lost or stolen passport or travel documents, radiation or radioactive contamination, civil disorder and other similar events.

“Nearest Place of Safety” means a location determined by the Designated Security Consultant where:

1. the Covered Person can be assumed safe from the Occurrence that precipitated the Covered Person’s Security Evacuation; and
2. the Covered Person has access to Transportation; and
3. the Covered Person has the availability of temporary lodging, if needed.

“Occurrence” means any of the following situations involving a Covered Person that trigger the need for a Security Evacuation;

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authority(ies) issue an advisory stating that citizens of the Covered Person’s Home Country or Country of Residence or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within seven (7) days of an event;
4. deliberate physical harm of the Covered Person confirmed by documentation or physical evidence or a threat against the Covered Person’s health and safety as confirmed by documentation and/or physical evidence;
5. the Covered Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within seven days.

“Related Costs” means lodging and, if necessary, physical protection for the Covered Person during or while waiting for Transport to the Nearest Place of Safety. Related Costs will include temporary lodging, if necessary, while a Covered Person is waiting to be transported back to the Host Country, Home Country or other country where the Policyholder that sponsored the Covered Person’s Trip is located. Benefits will not be payable for Related Costs unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

“Security Evacuation” means the extrication of a Covered Person from the Host Country due to an Occurrence which could result in grave physical harm or death to the Covered Person.

“Transport” or “Transportation” means the most efficient and available method of conveyance, where practical, economy fare will be utilized. If possible, the Covered Person’s common carrier tickets will be used.

Additional Exclusions - We will not pay Security Evacuation Expense Benefits for expenses and fees:

1. payable under any other provision of the Policy.
2. that are recoverable through the Covered Person's employer or other entity sponsoring the Covered Person's Trip.
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Covered Person, acting alone or in collusion with other persons.
4. arising from or attributable to an alleged:
  - a. violation of the laws of the country in which the Covered Person is traveling while covered under the Policy; or
  - b. violation of the laws of the Covered Person's Home Country or Country of Residence.
5. due to the Covered Person's failure to maintain and possess duly authorized and issued required travel documents and visas.
6. for repatriation of remains expenses.
7. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
8. for medical services.
9. for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
10. arising from or attributable, in whole or in part, to:
  - a. a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
  - b. non-compliance by the Covered Person with regard to any obligation specified in a contract or license.
11. due to military or political issues if the Covered Person's Security Evacuation request is made more than 10 days after the Appropriate Authority(ies) Advisory was issued.
12. failure of a Covered Person to cooperate with Us or Our assistance provider with regard to a Security Evacuation. Such cooperation includes, but is not limited to, failure to provide any documents needed to extricate the Covered Person, failure to follow the directions given by Our designated security consultants during a Security Evacuation.

If a Covered Person refuses to participate in a Security Evacuation, or any part of a Security Evacuation, no further benefits will be payable under the Security Evacuation Expense Benefit for that Occurrence.

### **Trip Cancellation Benefit**

We will reimburse the Covered Person for the amount of non-refundable Covered Expenses the Covered Person paid for his or her Trip, up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person is prevented from taking his or her Trip as the result of Injury, Sickness, or death to the Covered Person or a Family Member prior to the scheduled Trip departure date. The Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled. If the Covered Person must cancel the Trip due to Injury or Sickness of a Family Member, it must be because his or her condition is life-threatening, or because the Family Member requires the Covered Person's care. Cancellation due to the death of a Family Member is covered only if the death occurs within 30 days of the Covered Person's scheduled Trip departure date.

#### **Covered Expenses:**

1. any cancellation charges imposed by a travel agency, tour operator, or other recognized travel supplier for the Covered Trip;
2. any prepaid, unused, non-refundable airfare and sea or land accommodations;



3. any other reasonable additional Trip expenses for travel, lodging, or scheduled events that are prepaid, unused, and non-refundable.

“Family Member” means a Covered Person’s spouse, child, brother, sister, parent, grandparent, or immediate in-law.

**Trip Interruption Benefit**

We will reimburse the cost of a one-way economy air and/or ground transportation ticket for a Covered Person’s Trip, up to the Maximum Benefit shown in the *Schedule of Benefits*, if his or her Trip is interrupted as the result of:

1. the death of a Family Member; or
2. the unforeseen Injury or Sickness of the Covered Person or a Family Member. The Injury or Sickness must be so disabling as to reasonably cause a Trip to be interrupted; or
3. a Medically Necessary covered Emergency Medical Evacuation to return the Covered Person to his or her Home Country or to the area from which he or she was initially evacuated for continued treatment, recuperation and recovery of an Injury or Sickness; or
4. substantial destruction of the Covered Person’s principal residence by fire or weather related activity.

“Family Member” means a Covered Person’s parent, sister, brother, spouse, child, grandparent, or in-law.

**Accidental Death and Dismemberment Benefits**

If Injury to the Covered Person results in any one of the losses shown below within 365 days from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

**Schedule of Covered Losses**

<b>Covered Loss</b>	<b>Benefit Amount</b>
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia .....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	75% of the Principal Sum
Paraplegia .....	75% of the Principal Sum
Thumb and Index Finger of the Same Hand .....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or

artificial means. "Loss of Hearing" means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

### **Coma Benefit**

We will pay the Coma Benefit shown in the *Schedule of Benefits* if a Covered Person becomes Comatose within 31 days of a Covered Accident and remains in a Coma for at least 31 days.

We reserve the right, at the end of the first 31 days of Coma, to require proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in periodic payments and a lump sum as shown in the *Schedule of Benefits*. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;
2. the end of the 11th month for which this benefit is payable;
3. the end of the month in which the Insured recovers from the Coma.

A person is deemed "Comatose" or in a "Coma" if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

### **Felonious Assault Benefit**

We will pay the Felonious Assault Benefit shown in the *Schedule of Benefits*, if a Covered Person dies as the result of an Injury that occurs as a direct result of a Felonious Assault. A person other than another person covered by the Policy, a Covered Person's Immediate Family Member or household member must inflict the assault.

"Felonious Assault" means an act of physical violence against a person covered by this Policy. "Immediate Family Member" means a Covered Person's parent, sister, brother, husband, wife or children.

### **Hijacking and Air Piracy Benefit**

We will pay the Hijacking and Air Piracy Benefit shown in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss that results directly, and from no other cause, from a Covered Accident that occurs during the hijacking, air piracy, or unlawful seizure or attempted seizure of an aircraft.

## HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident or Sickness during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident or Sickness, even if it is covered by more than one hazard.

### Educational Travel

We will pay the benefits described in this Policy only if a Covered Person suffers a loss or incurs a Covered Expense as the direct result of a Covered Accident or Sickness while traveling:

1. outside of his or her Home Country;
2. up to the Maximum Period of Coverage shown in the *Schedule of Benefits* under the Medical Expense Benefit; and
3. engaging in an educational Trip authorized by the Policyholder.

### Exposure & Disappearance

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

### Personal Deviation (Limited)

The Covered Accident or Sickness must take place during a Personal Deviation not to exceed 10 days while on a Trip covered by the Policy.

“Personal Deviation” means:

1. An activity that is not reasonably related to the Covered Activity; and
2. Not incidental to the purpose of the Trip.

## EXCLUSIONS AND LIMITATIONS

We will not pay benefits for any loss or Injury that is caused by or results from:

- intentionally self-inflicted injury; suicide or attempted suicide.
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while a Covered Person is on active duty service in the military, naval or air force of any country or international organization. Upon receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- piloting or serving as a crewmember in any aircraft (unless otherwise provided in the Policy).

- commission of, or attempt to commit, a felony.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food (Applicable to accident benefits only).
- the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be “controlled” by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year.
- commission of or active participation in a riot or insurrection.
- an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license.

In addition, We will not pay Medical Expense Benefits for any loss, treatment, or services resulting from:

- routine physicals and care of any kind.
- routine dental care and treatment.
- routine nursery care.
- cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- treatment or service provided by a private duty nurse.
- treatment by any Immediate Family Member or member of the Insured's household. “Immediate Family Member” means a Covered Person's spouse, child, brother, sister, parent, grandparent, or in-laws.
- expenses incurred during travel for purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Participating Organization's activity (unless Personal Deviations are specifically covered).
- medical expenses for which the Covered Person would not be responsible to pay for in the absence of the Policy. Expenses incurred for services provided by any government Hospital or agency, or government sponsored-plan for which, and to the extent that, the Covered Person is eligible for reimbursement.
- any treatment provided under any mandatory government program or facility set up for treatment without cost to any individual.
- custodial care.
- services or expenses incurred in the Covered Person's Home Country.
- elective treatment, exams or surgery; elective termination of pregnancy.
- expenses for services, treatment or surgery deemed to be experimental and which are not recognized and generally accepted medical practices in the United States.
- expenses payable by any automobile insurance policy without regard to fault.
- organ or tissue transplants and related services.

- Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation, whether United States federal or foreign law.
- Injury sustained while participating in club, intramural, intercollegiate, interscholastic, professional or semi-professional sports.
- expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, including but not limited to, fertility testing and in-vitro fertilization.
- Injury caused by or resulting from travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle, or a motor vehicle not designed primarily for use on public streets or highways.
- birth defects and congenital anomalies, or complications which arise from such conditions.
- Injury resulting from off-road motorcycling; scuba diving; jet, snow or water skiing; mountain climbing (where ropes or guides are used); sky diving; amateur automobile racing; automobile racing or automobile speed contests; bungee jumping; spelunking; white water rafting; surfing; or parasailing.
- sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatment of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or Human Immunodeficiency Virus (HIV) infection, or any illness or disease arising from these medical conditions.

If We determine the benefits paid under this Policy are eligible benefits under any other benefit plan, We may seek to recover any expenses covered by another plan to the extent that the Insured is eligible for reimbursement.

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.

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent, and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**Beneficiary:** The Insured may designate a beneficiary for Accidental Death Benefits, if any. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Assignment:** We may pay benefits directly to any Hospital or person rendering covered services, unless the Covered Person requests otherwise in writing no later than the time he or she submits written proof of loss. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

### ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Participating Organization will be liable to Us for any unpaid premium for the time the Policy was in force.

### GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), the signed application of the Participating Organization, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Participating Organization or Covered Persons will be treated as representations and not warranties. No such statement shall

void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Participating Organization. The Participating Organization may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Participating Organization's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Participating Organization, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.





ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## War Risk Benefit Rider

**Policy Number: GLM N04966648R**

**Effective Date: July 1, 2016**

**For: California State University International  
Program**

**Rider #: 1**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. It applies only to Covered Accidents that occur on or after that date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

The war exclusion is deleted to the extent coverage is provided by the terms and conditions described in this Rider. We will pay benefits as described in the Policy for Losses resulting from a Covered Accident caused by war or acts of war.

The Covered Accident may occur anywhere in the world, except the following countries:

- The United States
- The Covered Person's Home Country
- The Covered Person's Country of Permanent Assignment
- Specific Countries: Afghanistan, Algeria, Central African Republic, Chad, Chechnya, Democratic Republic of Congo, Egypt, Guinea, Iraq, Ivory Coast, Lebanon, Liberia, Libya, Mali, Nigeria, Pakistan, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Ukraine, Yemen

"Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.

"Country of Permanent Assignment" means a country, other than a Covered Person's Home Country, in which the Policyholder requires a Covered Person to work for a period of time that exceeds 365 continuous days.

**Total Limit of Liability:** We will not pay more than \$3,000,000 per occurrence for the war risk benefits provided by this Rider. This limit shall apply to Injuries sustained in a Covered Accident from all acts of war in any consecutive 72-hour period. If, but for this provision, we would pay more than \$3,000,000, then the benefits We will pay under this Rider to each Covered Person will be reduced in the same proportion, so that the total amount we will pay for war risk coverage is \$3,000,000.

**Premiums and Coverage Subject to Change:** The premiums, benefits, and areas in which coverage is provided may be changed at any time, by sending written notice to the Policyholder

at its most recent address in Our records at least 10 days prior to the date of change. These changes may be done as needed to reflect conditions that, in Our opinion, change the war risk exposure.

**Termination:** The Policyholder may cancel war risk coverage at any time by sending written notice to Us. The coverage will be cancelled on the later of: (1) the date We receive the notice; or (2) the termination date specified in the notice.

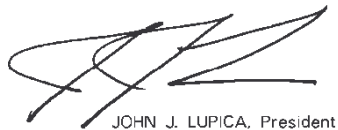
We may cancel coverage at any time by sending written notice to the Policyholder at its most recent address in Our records at least 10 days prior to the termination date. We will return any unearned premium that has been paid for this coverage. However, the return of premium is not a condition of termination.

Change or termination of this coverage will not affect a claim that begins while this coverage is in force.

The Policyholder must submit at least annual reports of war risk exposure. We may require additional premium for war risk coverage to remain in effect.

This form ends at the same time as the Policy to which it is attached.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



**INTERNATIONAL**

**ADVANTAGE®**

**COMMERCIAL INSURANCE POLICY**



## GENERAL INFORMATION PAGE

### I. 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.

### II. 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.

The titles and headings to the various parts, sections, subsections and endorsements of this policy are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements. The singular of a term includes the plural, and vice versa.

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.

### III. YOU AND YOUR

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

### IV. WE, US, AND OUR

Throughout the policy the terms "we", "us", and "our" mean the insurance company issuing this policy.

### V. 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.


### VI. WORDS IN QUOTATION MARKS

Words and phrases that appear in quotation marks have the special meaning given to them in the **DEFINITIONS** sections 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

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President



## GENERAL DECLARATIONS

### INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

COMPANY NAME:  
**ACE AMERICAN INSURANCE COMPANY**

POLICY SYMBOL AND NUMBER:

**PHF**

**D37952321 002**

Renewed or in place of:

**PHF**

**D37952321 001**

NAMED INSURED AND MAILING ADDRESS:

**California State University Trustees  
401 Golden Shore, 5th Floor  
Long Beach CA 90802**

NAMED INSURED IS: Corporation

POLICY PERIOD:

When Coverage Begins:

**July 01, 2016**

When Coverage Ends:

**July 01, 2017**

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

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: ALLIANT INSURANCE SERVICES INC

Code / Office: **IT9679 WIL**

NAME AND MAILING ADDRESS:

**ALLIANT INSURANCE SERVICES INC**

**100 PINE STREET**

**11TH FLOOR**

**SAN FRANCISCO CA 94111**

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## LIABILITY COVERAGES DECLARATIONS ACE AMERICAN INSURANCE COMPANY

**NAMED INSURED:** California State University Trustees  
**and address:** 401 Golden Shore, 5th Floor  
 Long Beach CA 90802  
**POLICY NUMBER:** PHFD37952321 002    **POLICY PERIOD:** July 01, 2016 to July 01, 2017  
 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)*

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**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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\$5,000,000	Each Occurrence
\$5,000,000	General Aggregate
\$5,000,000	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)

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**EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**

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

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**CONTINGENT AUTO LIABILITY COVERAGE FORM**

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\$1,000,000	Each Accident
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- PREMIUM AUDIT APPLIES.
- PREMIUM AUDIT DOES NOT APPLY.
- 

**COVERAGE TERRITORY FOR LIABILITY COVERAGES**

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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.
-





Named Insured: California State University Trustees

Policy Number: PHFD37952321 002

Declarations Effective: July 01, 2016

Company Name: ACE American Insurance Company

## EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS

### I. BENEFITS FOR VOLUNTARY COMPENSATION

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North Americans : State of Hire  
Third Country Nationals : Country of Origin  
Local Nationals : Country of Origin

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### II. EXECUTIVE ASSISTANCE® SERVICES

\$1,000,000 policy limit for Medical Assistance Services

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### 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

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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 excluding:

1. the United States of America (including its territories and possessions), Puerto Rico, and Canada; and except as otherwise limited or extended by this insurance.
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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# COMMON POLICY CONDITIONS

*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.



ace usa

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

##### a. Payment

- (1) 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.
- (2) The amount we will pay as damages under subparagraph **a.(1)** is limited as described in **SECTION III – LIMITS OF INSURANCE**.

##### b. Defense, Investigation or Settlement

- (1) We will have the right and duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage”. We have the right to settle any such “suit.” However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply.
- (2) We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.
- (3) Our right and duty to defend under subparagraph **b.(1)** ends 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**.

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**.

##### c. How This Insurance Applies

- (1) This insurance applies to “bodily injury” and “property damage” only if:
  - (a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
  - (b) The “bodily injury” or “property damage” occurs during the policy period; and
  - (c) Prior to the policy period, no insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or any “employee” authorized by you to give or receive notice of an “occurrence” or claim knew or reasonably could have known that:
    - i. the “bodily injury” or “property damage” actually or allegedly sustained by the person(s) or organization(s) making the claim or bringing the “suit” had occurred, in whole or in part; or
    - ii. any “bodily injury” or “property damage” arising out of the same “occurrence” had actually or allegedly been sustained by any other person(s) or organization(s).

Any continuation, change or resumption of such “bodily injury” or “property damage” known or reasonably knowable under the standards set forth in (c)i. or ii. above during or after the policy period will be deemed to have been known prior to the policy period.

- (2) “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- (3) “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
  - (a) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
  - (b) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
  - (c) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- (4) 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”.

## 2. Exclusions for Coverage A

This insurance does not apply to:

### a. 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.

### b. Contractual Liability

“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) That the insured would have in the absence of the contract or agreement; or
- (2) 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. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage” provided:
  - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.



**c. Liquor Liability**

“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.

**d. Workers’ Compensation Or Similar Law**

Any obligation of the insured under a “workers’ compensation or similar law”.

**e. Employer’s Liability**

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured’s business; 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.

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

**f. Pollution**

- (1) “Bodily injury” or “property damage” arising out of or in any way related to “pollution”, however caused.
- (2) Any loss, cost or expense arising out of any:
  - (a) 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, “pollution”; or
  - (b) 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, “pollution”.

**g. Aircraft, Auto, 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 and unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

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:
  - (a) The operation of machinery or equipment that is 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 in the state or country where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in paragraph **f.(2)** or **f.(3)**. of the definition of “mobile equipment”.

**h. 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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

“Bodily injury” or “property damage”, however caused, 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.

**j. Damage to Property**

“Property damage” to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (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 the care, custody or control of the insured;
- (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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You in **SECTION III – LIMITS OF INSURANCE.**

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.”

**k. Damage to Your Product**

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

**l. 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.

**m. Damage to Impaired Property or Property Not Physically Injured**

“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.

**n. Recall of Products, Work or Impaired Property**

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.

**o. Personal and Advertising injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Nuclear**

"Bodily injury" or "property damage":

- (1) With respect to which an insured under the policy is also 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.
- (3) Resulting from "hazardous properties" of "nuclear material", if:
  - (a) The "nuclear material":
    - i. is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or
    - ii. 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 an 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”.

**r. Asbestos**

“Bodily injury” or “property damage” arising out of or in any way related to the actual, alleged or threatened presence of, or exposure to, asbestos in any form, or to any substance produced or released by asbestos, 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

and including any:

- (1) Claim, “suit”, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, store, handle, transport, abate, remove, contain, treat, dispose of, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or
- (2) Claim, “suit”, demand, judgment, obligation, order, request or settlement pertaining to any actual, alleged or threatened injury, cost or damage directly or indirectly from asbestos or associated with the testing for, monitoring, cleaning up, storing, handling, transporting, abating, removing, containing, treating, disposing of, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos by any insured or by any other person; or
- (3) Obligation or request to investigate, settle or defend any claim or “suit” alleging any of the above.

For purposes of this exclusion, “asbestos” includes, without limitation, any asbestos-containing material, product, substance or dust.

**s. German Environmental Liability Act**

“Bodily injury” or “property damage” arising out of or in any way related to, or any loss, cost, expense or obligation imposed by or under, the German Environmental Liability Act of 1990 and any amendments thereto.

**t. Silica or Silica-Related Dust**

- (1) “Bodily injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected respiration, inspiration, inhalation, breathing in, 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.

**u. Distribution of material in violation of statutes**

“Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

or any similar foreign law.

**v. Lead**

“Bodily injury” or “property damage” arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes. This exclusion applies, but is not limited, to any “bodily injury”, “property damage”, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, treat, or take any remedial action with respect to lead or lead-containing products, materials or substances.

This exclusion does not imply that other policy provisions, including but not limited to any “pollution” exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

**w. Clinical Trials**

“Bodily injury” or “property damage” arising out of or allegedly arising out of or in any way related to “clinical trials”.

Only the exclusions **a. (Expected Or Intended Injury)** and **b. (Contractual Liability)** apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

**a. Payment**

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this insurance applies.
- (2) The amount we will pay as damages under subparagraph **a.(1)** is limited as described in **SECTION III – LIMITS OF INSURANCE**.

**b. Defense, Investigation or Settlement**

- (1) We will have the right and duty to defend the insured against any “suit” seeking damages for “personal and advertising injury”. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which insurance does not apply;

- (2) We may, at our discretion, investigate any offense and settle any claim or “suit” that may result; or
- (3) Our right and duty to defend under subparagraph b.(1) ends 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**.

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**.

**c. How This Insurance Applies**

This insurance applies to “personal and advertising injury” only if:

- (1) The “personal and advertising injury” is caused by an offense arising out of your business; and
- (2) The offense was committed in the “coverage territory” during the policy period and

**2. Exclusions For Coverage B**

This insurance does not apply to:

**a. Knowing Violation of Rights of Another**

“Personal and advertising injury” caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

**b. Material Published with Knowledge of Falsity**

“Personal and advertising injury” arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

“Personal and advertising injury” arising out of a criminal act committed by or at the direction of any insured.

**e. Contractual Liability**

“Personal and advertising injury” 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, or for an “insured contract.”

**f. Breach of Contract**

“Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”.

**g. Quality or Performance of Goods – Failure to Conform to Statements**

“Personal and advertising injury” arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your “advertisement”.

**h. Wrong Description of Prices**

“Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

**i. Infringement of Copyright, Patent, Trademark or Trade Secret**

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan.

Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

**j. Insureds in Media and Internet Type Businesses**

“Personal and advertising injury” committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for third parties; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **22. a., b., and c.** of “personal and advertising injury” as defined under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms or Bulletin Boards**

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board an insured hosts or owns, or over which an insured exercises control.

**l. Unauthorized Use of Another’s Name or Product**

“Personal and advertising injury” arising out of the unauthorized use of another’s name or production in your e-mail address, domain name or metatag, or any other similar tactics to mislead another’s potential customer.

**m. Pollution**

“Personal and advertising injury” arising out of or in any way related to pollution, however caused.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, or order 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) 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”.



**o. Asbestos**

“Personal and advertising injury” arising out of or in any way related to the actual, alleged or threatened presence of, or exposure to, asbestos in any form, or to any substance produced or released by asbestos, 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

and including any:

- (1) Claim, “suit”, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, store, handle, transport, abate, remove, contain, treat, dispose of, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or
- (2) Claim, “suit”, demand, judgment, obligation, order, request or settlement pertaining to any actual, alleged or threatened injury, cost or damage directly or indirectly from asbestos or associated with the testing for, monitoring, cleaning up, storing, handling, transporting, abating, removing, containing, treating, disposing of, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos by any insured or by any other person; or
- (3) Obligation or request to investigate, settle or defend any claim or “suit” alleging any of the above.

For purposes of this exclusion, “asbestos” includes, without limitation, any asbestos-containing material, product, substance or dust.

**p. War**

“Personal and advertising injury”, however caused, 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.

**q. German Environmental Liability Act**

“Personal and advertising injury” arising out of or in any way related to, or any loss, cost, expense or obligation imposed by or under, the German Environmental Liability Act of 1990 and any amendments thereto.

**r. Silica or Silica Related Dust**

- (1) “Personal and advertising injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected respiration, inspiration, inhalation, breathing in or 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.

**s. Distribution of Material In Violation of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

or any similar foreign law, statute, ordinance or regulation.

**t. Lead**

"Personal and advertising injury" arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes. This exclusion applies, but is not limited, to any "personal and advertising injury", expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, treat, or take any remedial action with respect to lead or lead-containing products, materials or substances.

This exclusion does not imply that other policy provisions, including but not limited to any "pollution" exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

**u. Clinical Trials**

"Personal or advertising injury" arising out of or allegedly arising out of or in any way related to "clinical trials".

**v. Nuclear**

"Personal or advertising injury":

- (1) With respect to which an insured under the policy is also 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.

**(3)** Resulting from “hazardous properties” of “nuclear material”, if:

**(a)** The “nuclear material”:

- i. is at any “nuclear facility” owned by, or operated by or on behalf of, an insured, or
- ii. 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 an insured; or

**(c)** The “personal or advertising injury” 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”.

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

**a.** 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:

- (a)** The accident takes place in the “coverage territory” and during the Policy Period;
- (b)** The expenses are incurred and reported to us within one year of the date of the accident; and
- (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**b.** 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 administered 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.

### **2. Exclusions for Coverage C**

We will not pay for expenses for “bodily injury”:

**a. Any Insured**

To any insured, except “volunteer workers”.

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. "Workers' Compensation and Similar Laws"**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under "workers' compensation and similar laws" or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products – Completed Operations Hazard**

Included within the "products-completed operations hazard."

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. Nuclear**

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.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. 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 the bonds.
  - c. The cost of bonds to release attachments, but only for the bond amounts within the applicable Limit of Insurance. We do not have to furnish the bonds.
  - d. 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 \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit".
  - f. Prejudgment 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 prejudgment interest based on that period of time after the offer.
  - g. 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 that judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The “suit” against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same “insured contract”;
- d. The allegations in the “suit” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the “suit”;
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “suit”;
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the “suit”; and
    - (b) Conduct and control the defense of the indemnitee in such “suit”.

As long as the above conditions are met, attorneys’ fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the Limits of Insurance.

Our obligation to defend an insured’s indemnitee and to pay for attorneys’ fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. 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.

- b. 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.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, 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.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business; or
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any property managers or lessors of premises leased to you, but only for injury or damage for which you have assumed liability in a contract or agreement that is an "insured contract" and which arises out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises

- c. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
  - d. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - e. Your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this Coverage Form.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to “personal and 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. 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:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.
5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and

**b. Medical expenses under Coverage C.**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to paragraph 5. 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 Insurance 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**

### **1. Bankruptcy**

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

### **2. Duties in the Event of Occurrence, Offense, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured person and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. 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 or settlement of the claim or defense against the "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.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.



### 3. Knowledge of Occurrence or Offense

Knowledge of an “occurrence” or offense by the agent, servant or “employee” of any insured will not in itself constitute knowledge by that insured unless one of that insured’s “executive officers” or anyone responsible for administering that insured’s insurance program has knowledge of the same or has been notified of the same by the agent, servant, or “employee”.

### 4. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
- b. 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 or agreed to by us, the insured and the claimant or the claimant’s legal representative.

### 5. Notice of Occurrence or Offense

If you report an “occurrence” or offense to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such “occurrence” or offense to us at the time of the “occurrence” or offense will not be deemed to be in violation of **Duties in the Event of Occurrence, Offense, Claim or Suit** conditions, provided that you notify us as soon as you become aware that the “occurrence” or offense is a General Liability claim.

### 6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, our obligations are limited as follows:

#### a. Primary Insurance

- (1) This insurance is primary when the conditions of that other insurance or any “underlyer policy” do not apply to a loss covered by this insurance, except when the provisions of paragraph **b.** below apply.
- (2) If the conditions of that other insurance, not including any “underlyer policy”, apply to a loss covered by this insurance and any of that other insurance is primary, we will share with all that other insurance by the method described in paragraph **e.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any 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 temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to the exclusion in **Section I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions for Coverage A, g. Aircraft, Autos, Watercraft;**

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(3) Any other valid and collectible insurance that is:

(a) An "underlyer policy";

(b) Issued in a country other than the country in which this insurance was issued; or

(c) Issued in this country.

c. When this insurance is excess over any other insurance described in paragraph **b.(3)(a), (b) or (c)** above, our Limits of Insurance will be reduced by the amount of that other insurance including any deductibles or self-insured retention amounts.

d. When this insurance is excess, we will have no duty under COVERAGE A. or COVERAGE B. to defend any claim or "suit" that any other insurer has a duty to defend. If any other insurer defends, we will have the right, but not the duty, and be given the opportunity to be associated in the defense and trial of any "suit" relative to any "occurrence" or offense which, in our opinion, may create liability on our part under the terms of this Coverage Form. 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:

(1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) the total of all deductible and self-insured amounts under that other insurance.

We will share the remaining loss, if any, with 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.

e. 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.

f. Notwithstanding anything to the contrary contained herein, in the event such other insurance is not valid or collectible because of bankruptcy, insolvency, refusal or inability to pay of any insurer of any "underlyer policy", we will indemnify the first named insured on the Declarations of this Coverage Form on a primary basis, subject to the terms and conditions of this Coverage Form. However, we will not assume any obligation under such "underlyer policy" and you will assign to us your rights to any proceeds under such "underlyer policy."

## **7. Representations and Warranties**

By accepting this policy, you agree:

- a. The statements and warranties in this policy, including, but not limited to, warranties contained within the policy forms, and any statements in the Declarations are accurate and complete;
- b. Those statements and warranties constitute representations the first Named Insured shown on the Declarations made to us; and
- c. We have issued the policy in reliance upon those representations.

## **8. 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:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or country where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Biologic" means any product (such as a globulin, serum, vaccine, antitoxin, antigen or analogous product) used in the prevention of treatment of sickness or disease. Biologic products also include blood and blood components used for transfusion or for the manufacture of pharmaceuticals derived from blood and blood components, such as clotting factors.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "By-product material" has the meaning given in the Atomic Energy Act of 1954, as amended.
6. "Clinical trials" means any organized research, clinical evaluation, testing, study or analysis of products or procedures, which adheres to a written protocol for the same and which provides clinical data for the assessment of the effects of a "pharmaceutical", "biologic", or "medical device" on humans.
7. "Coverage territory" means Coverage Territory for Liability Coverages shown in the Declarations.

The "coverage territory" also includes:

- a. 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;
  - b. The United States of America (including its territories and possessions), Puerto Rico and 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 and Canada.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Environment" includes any air, land, structure or the air therein, watercourse or water, including underground water.
10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
11. "Hazardous properties" includes radioactive, toxic, or explosive properties;
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. 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 party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) 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, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 14. "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".
- 15. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. 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".
- 16. "Medical device" means any product, other than a "pharmaceutical" or "biologic", which has an application in therapeutic or diagnostic medicine.
- 17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** 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":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well service equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or country 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".

18. "Nuclear facility" means:

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

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

20. "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;

21. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general conditions shall be considered as arising out of the same "occurrence", regardless of the frequency or repetition thereof, or the number of claimants.

22. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 23.** "Pharmaceutical" means any substance administered orally, topically, or via injection, to treat, diagnose, cure, mitigate or prevent sickness or disease.
- 24.** "Pollution" includes the actual, alleged or potential presence in or introduction into the "environment" of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous.
- 25.** "Products-completed operations hazard":
- a. 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. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) 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 sub-contractor 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.
  - b. 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 not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 26.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Coverage Form, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For the purposes of the **Nuclear** exclusions, "property damage" includes all forms of radioactive contamination of property.

27. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
28. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
29. "Source material" has the meaning given in the Atomic Energy Act of 1954, as amended.
30. "Special nuclear material" has the meaning given in the Atomic Energy Act of 1954, as amended.
31. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
32. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.
33. "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.
34. "Underlyer policy" means an insurance policy that is issued by us or requested by us or our affiliated insurance company to be issued to you or one of your subsidiary or affiliated entities.
35. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for the work performed for you.
36. "Waste" for purposes of the **Nuclear** exclusions, 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 sub-paragraph **(a)** or **(b)** of the definition of "nuclear facility".
37. "Workers' compensation or similar law" means any workers compensation law, occupational disease law, disability benefits 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.
38. "Your product" means:
  - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:



- (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
- b. The providing of or failure to provide warnings or instructions.

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

**39.** “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:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and
- b. The providing of or failure to provide warnings or instructions.

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## EMPLOYEE BENEFITS LIABILITY COVERAGE FORM ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS COVERAGE FORM COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to **SECTION I – COVERAGES**:

#### EMPLOYEE BENEFITS LIABILITY COVERAGE

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the “administration” of your “employee benefit program”;
- (2) A “claim” for damages, because of a negligent act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period; and
- (3) The negligent act, error or omission in the “administration” of your “employee benefit program” was committed entirely within the “Coverage Territory” shown on the **LIABILITY COVERAGES DECLARATIONS**.

- c. A “claim” seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such “claim” is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state, local, or foreign law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND EMPLOYEE BENEFITS LIABILITY**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraph **2.** of **SECTION II –WHO IS AN INSURED** is replaced by the following:

**2.** Each of the following is also an insured:

- a. Each of your “employees” who is or was authorized to administer your “employee benefit program”.
- b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
- c. 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 Endorsement.

D. For the purposes of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended by adding the following:

**1. Limits Of Insurance for EMPLOYEE BENEFITS LIABILITY COVERAGE**

- a. The Limits of Insurance 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;
  - (3) Persons or organizations making “claims” or bringing “suits”;
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your “employee benefit program”.
- b. The Annual Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program”.
- c. Subject to the Annual Aggregate Limit, the Each Claim Limit is the most we will pay for all damages sustained by any “employee”, including damages sustained by such “employee's” dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions negligently committed in the “administration” of your “employee benefit program”.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program”.

The Limits of Insurance for **EMPLOYEE BENEFITS LIABILITY COVERAGE** 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.

## **2. Special Deductible for EMPLOYEE BENEFITS LIABILITY COVERAGE**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000 deductible as applicable to each “claim”. We will subtract this amount from the amount of damages payable for each “claim”.
- b. If there is a Deductible Endorsement (however titled) applicable to this Coverage Form, the terms and conditions of such endorsement, including but not limited to the deductible amount, shall apply, and the Special Deductible set forth in a. above shall be in addition to such deductible amount.

- E. For the purposes of the coverage provided by this endorsement, Conditions **2.** and **6.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

### **2. Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim”. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a “claim” is made or “suit” is brought against any insured, you must:
  - (1) Immediately record the specifics of the “claim” or “suit” and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
- c. 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 or settlement of the “claim” or defense against the “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 an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

## 6. Other Insurance

This insurance will be excess over any other valid and collectible insurance available to the insured for a loss covered by **EMPLOYEE BENEFITS LIABILITY COVERAGE**, whether primary, excess, contingent or on any other basis.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to **SECTION V - DEFINITIONS**:

1. **"Administration"** means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. **"Cafeteria plans"** means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. **"Claim"** means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. **"Employee benefit program"** means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this endorsement, **SECTION V – DEFINITIONS** is amended by deleting paragraph **8.**, the definition of “employee”, and paragraph **30.**, the definition of “suit”, and replacing them, respectively, with the following:

**8. “Employee”** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.

**30. “Suit”** means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

- a.** An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.

All other terms, conditions and exclusions of this policy remain unchanged.





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## CONTINGENT AUTO LIABILITY COVERAGE FORM

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

### SECTION I – LIABILITY COVERAGE

#### A. Insuring Agreement

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

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

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

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

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

#### B. Supplementary Payments

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

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

These payments will not reduce the Limit of Insurance.

### **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.



**ace usa**

## **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 traveling 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 a third party provider of the Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance services described in this section.

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 the service provider 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.

The service provider 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.

Information about Executive Assistance Services, as well as access to the online Security Assistance services listed above, will be available through a **password protected website address: [www.aceExecutiveAssistance.com](http://www.aceExecutiveAssistance.com)**. The **Login Name and Password for this website is provided to you under separate cover in your policy packet**. Security assistance will be one of several information services available through this website. **There are no restrictions to the number of times an insured may access this website including the Security information services**. Executive Assistance **wallet cards and passport stickers also will be available to insureds online** through this website, as PDF documents that can be downloaded and printed at the convenience of ACE policy holders.

### **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 the service provider. Evacuations/Repatriations must be ordered by a legally licensed physician and approved by the service provider’s 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 the service provider 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**

The service provider 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 the service provider determines, based on information available to them, that an "employee's" condition cannot be adequately assessed to evaluate the need for evacuation, the service provider 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 the service provider 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.

The service provider will arrange and we will pay the cost for 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 the service provider 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.

The service provider 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, the service provider 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**

The service provider 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, the service provider 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**

The service provider will provide “employees” with contact information for embassies and consulates worldwide.

### **Lost Document Assistance**

The service provider 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**

The service provider 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**

The service provider 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**

The service provider 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**

The service provider 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**

The service provider 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 the service provider hospitalizes or evacuates an "employee" and a traveling companion's air ticket is no longer usable, The service provider 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", the service provider 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, the service provider 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.

### **Concierge Services**

As a benefit to the "employee(s)" the service provider will offer a suite of services that assist in making arrangements or purchases that are useful to "employee(s)" traveling outside of their country of residence.

All costs associated with the purchase and or provision of the "concierge services" will be the sole responsibility of the "employee(s)".

#### **Where available "Concierge Services" will include:**

- A. Destination profiles: The service provider shall provide information on every country in the world and over 200 cities worldwide, including information on local entertainment, suggested itineraries, and health advisories.
- B. Epicurian needs: The service provider shall arrange the delivery of specialized foods and beverages to the "employee's" home or office, including gourmet food and fine wine.
- C. Event ticketing: The service provider shall arrange for tickets to sporting events, theater or concert event worldwide as long as the tickets are available for purchase.
- D. Floral Services: The service provider shall arrange for the purchase and shipment flowers and gift baskets to friends, family members, and business associates.
- E. Tee time reservations: The service provider shall provide referrals to golf courses and tee times at golf courses around the world.
- F. Hotel accommodations: The service provider shall offer recommendations on hotels worldwide and book reservations if requested by the "employee(s)".
- G. Meet-and-greet services: The service provider shall arrange the pick-up of friends, family members or business associates at airports or other common carrier destinations by limousine personnel.
- H. Personalized retail shopping assistance: The service provider shall arrange for the purchase selected retail items at the "employee(s)" request and expense.

- I. Pre-trip assistance: The service provider shall provide information on travel destinations, city profiles, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.
- J. Procurement of hard-to-find items: The service provider shall use its best efforts to arrange for an obscure or exotic item at the "employee(s)" request.
- K. Restaurant referrals and reservations: The service provider shall provide the "employee(s)" with information on restaurants worldwide and will book reservations if requested.
- L. Rental car reservations: The service provider shall arrange for worldwide reservations through most major rental car agencies.
- M. Commercial airline reservations: The service provider shall arrange for air travel accommodations to destinations worldwide on behalf of the "employee(s)".

## **SECURITY ASSISTANCE**

### **Travel Security Information**

We will provide the policy holder with access to the online Security Assistance services through [www.aceExecutiveAssistance.com](http://www.aceExecutiveAssistance.com). Policy holder "employees" can select Information at a region, country or city level to access detailed Travel Security Information reports regarding threats posed in a particular city or country by criminal or terrorist activities or political and civil unrest and other factors affecting travel in cities throughout the world. These reports will include an overall security rating across 6 key categories, security alerts, the latest Security, Health and Exit/Entry information, key local contact numbers and a map.

### **Emergency Political Repatriation and Relocation**

We will reimburse you or your "employee" for the "Insured Losses" arising from an "Insured Event" for "Emergency Political Repatriation" or "Emergency Relocation" incurred by you or your "employee".

The most we will reimburse is \$2,500 Per "Employee" per "Insured Event" for "Emergency Political Repatriation" and \$2,500 Per "Employee" per "Insured Event" for "Emergency Relocation," subject to a policy limit of \$10,000. regardless of the number of "Insured Events".

This extension is subject to the following additional definitions:

"Insured Event" shall mean the "Emergency Political Repatriation" or "Emergency Relocation" of an "Employee" which takes place within the "Coverage Territory".

"Policy Limit" shall mean the most we will pay under this policy.

"Emergency Political Repatriation" shall be repatriation arising from:

- a. Officials of the "Resident Country" issuing for reasons other than medical, a recommendation that categories of persons, which include "employees", should leave the country in which the "employee" is a temporary resident; or
- b. An "employee" being expelled or declared persona non grata on the written authority of the recognized government of the country in which the "employee" is a temporary resident; or
- c. The complete seizure, confiscation or expropriation of property, plant or equipment of the Insured by the authority of the recognized government of the country in which the "employee" is a temporary resident.

“Emergency Relocation” shall be the return of an “employee” who has been subject of an “Emergency Political Repatriation” to the country from which the “employee” was expatriated.

“Repatriation”, for this coverage, shall be the return of an “employee” to the “employee’s” “resident country.”

“Resident Country” shall be the country where the “employee” is a national.

“Insured Losses” shall mean:

- a. Transportation costs incurred by you or your “employee” for “Emergency Political Repatriation” to the “employee’s” “resident country” or to the nearest place of safety outside the country where the “insured event” takes place;
- b. Reasonable accommodation costs incurred by you or your “employee,” while the subject of Emergency Political Repatriation, for a maximum period of seven days;
- c. Economy class transportation costs incurred by you or your “employee” on any licensed common carrier from a published timetable for “Emergency Political Relocation” of the “employee”; and
- d. The Fees and expenses of the contracted security provider.

“Insured Losses” shall not include, however:

- a. Costs, fees or expenses incurred by you or your “employee” for “Emergency Political Repatriation” or “Emergency Political Relocation” as a result of a violation by you or your “employee” of the laws or regulations of the country in which the “Insured Event” takes place;
- b. Costs, fees or expenses incurred by you or your “employee” for “Emergency Political Repatriation” or “Emergency Political Relocation” as a result of the failure of you or your “employee” to properly procure or maintain any immigration, work, residence or similar visas, permits or other documentation in the country in which the “insured event” takes place;
- c. Costs, fees or expenses incurred by you or your “employee” for “emergency political repatriation” or “emergency political relocation” from a debt, insolvency, commercial failure, repossession of property by a titleholder, mortgagee, lien holder or other financial clause;
- d. Costs, fees or expenses incurred by you or your “employee” for “emergency political repatriation” or “emergency political relocation” for the failure to honor any contractual obligation or bond or obey any condition of a license;
- e. Costs, fees or expenses incurred for “emergency political repatriation” or “emergency political relocation” by nationals of the country in which the “insured event” takes place; or
- f. Costs, fees or expenses for “emergency political repatriation” or “emergency political relocation” caused by or arising out of natural disasters including, but not limited to:
  - i. Earthquake, flood, fire, volcanic eruption or windstorm,
  - ii. Ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - iii. The Radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.

## **Coverage Territory for “Emergency Political Repatriation” or “Emergency Relocation”**

Anywhere in the World, but Excluding:

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:

### **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 canceled, 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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured California State University Trustees			Endorsement Number 001
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**BROAD FORM NAMED INSURED**

This endorsement modifies coverage under the following:

**INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY**

It is agreed:

1. Throughout this policy, the words "you" and "your" refer to the first Named Insured shown in the **GENERAL DECLARATIONS** ("First Named Insured"), any other Named Insured shown in the **GENERAL DECLARATIONS**, and:

A. California State University Trustees, and

B. any organization (including joint ventures, partnerships, and limited liability companies that are formed before or during the policy period) incorporated or organized under the laws of any jurisdiction:

(1) in which the First Named Insured owns, during the policy period, an interest of 100 percent (100%);

(2) which the First Named Insured "controls" during the policy period; or

(3) for which the First Named Insured has the responsibility of placing insurance, such as the insurance provided by this policy, during the policy period;

provided that such organization is identified to us, in writing, within 180 days of its formation under the laws of any jurisdiction.

C. With regard to B.(2) and (3) above, the insurance provided to such organizations under this policy will apply only to the extent of the First Named Insured's ownership interest in such organization, unless greater responsibility is imposed upon the First Named Insured by law or contract entered into before the date of the loss, accident, "occurrence", offense, or other event or incident required by the applicable insuring agreement of this policy.

"The extent of the First Named Insured's ownership interest in such organization" will equal:

(1) the percentage of the First Named Insured's ownership interest in such organization (directly or through intervening subsidiaries) at the time of the loss, accident, "occurrence", offense, or other event or incident required by the applicable insuring agreement of this policy, multiplied by

- (2) the amount of the covered claim, subject to
- (3) the applicable Limits of Insurance and any sublimits of insurance.

Notwithstanding the foregoing, no person or entity shall be a Named Insured if trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims, for, on behalf of, or to such person or entity.

With regard to joint ventures, partnerships, and limited liability companies, no member, partner, or joint venturer of such entity is a Named Insured, "you" or "your" unless separately shown as such in the Declarations or in paragraph A. above.

- 2. Notwithstanding any provision to the contrary in this policy, if other valid and collectible insurance is available to any organization covered by this policy solely because of the ownership or "control" by the First Named Insured, this insurance shall be excess with regard to such other insurance whether "contingent", "primary", excess or any other basis. This provision does not apply to any "underlyer policy", to which the terms of the Other Insurance condition applicable to the coverage form or part will apply.
- 3. For purposes of this endorsement:
  - A. "Control" or "controls" means that the first Named Insured shown in the Declarations owns, during the policy period, a majority ownership of less than 100 percent (100%) in, or has "management control" over, the organization. "Management control" means:
    - (1) The power to formulate or direct the policy of the organization;
    - (2) The authority to hire and fire employees of the organization;
    - (3) The authority to enter into contracts binding on the organization and to purchase or sell assets on behalf of the organization; or
    - (4) The authority to delegate any of the foregoing to others.
  - B. "Underlyer policy" means a policy or policies issued in a particular country by an admitted insurer in that country at our request or the request of our affiliated insurance company, and which policy or policies are part of a worldwide liability insurance program for which this policy provides coverage on a difference in conditions and/or difference in limits basis.

All other terms and conditions of this policy remain unchanged.





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

Named Insured California State University Trustees			Endorsement Number 002
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THE ACE GPS<sup>SM</sup> GLOBAL PROGRAM SOLUTIONS  
ENDORSEMENT (Non-Admitted Included), LD-34280 (10/11),**

Modifies coverage provided under the following (if box is marked):

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM CLAIMS MADE**
- CONTINGENT AUTO LIABILITY COVERAGE FORM**
- EMPLOYEE BENEFITS LIABILITY ENDORSEMENT**
- EMPLOYERS RESPONSIBILITY COVERAGES**

All other terms and conditions of this policy remain unchanged.

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**ACE GPS<sup>SM</sup> GLOBAL PROGRAM SOLUTIONS ENDORSEMENT  
(Non-Admitted Included)**

Named Insured California State University Trustees			Endorsement Number 003
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
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”. 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



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

Named Insured California State University Trustees			Endorsement Number 004
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies coverage under the following:

**INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY  
COMMON POLICY CONDITIONS**

It is agreed that:

The **COMMON POLICY CONDITIONS** are amended at section **10. Premiums** by adding the following:

The minimum premium for this insurance is \$ 90,000 and shall be considered fully earned as of the inception date of this policy (When Coverage Begins in the POLICY PERIOD item of the **GENERAL DECLARATIONS**).

All other terms and conditions of this policy remain unchanged.

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

Named Insured California State University Trustees			Endorsement Number 005
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**ADDITIONAL INSURED – VENDORS**

This endorsement modifies coverage under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>
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.
<b>Your Products</b>
All of "Your Products"

It is agreed:

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) (referred to below 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, except when 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; or
- h.** “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1)** The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2)** 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.
- 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 of this policy remain unchanged.



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

Named Insured California State University Trustees			Endorsement Number 006
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**EXCLUSION – ABUSE OR MOLESTATION ENDORSEMENT**

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 “bodily injury” or “property damage” arising out of:

- **Abuse or Molestation**

“Bodily injury” or “property damage” based upon, alleging, arising out of or attributable to:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or
  - (e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

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

This insurance does not apply to “bodily injury” or “property damage” arising out of:

- **Abuse or Molestation**

“Personal and advertising injury” based upon, alleging, arising out of or attributable to:

(1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

(2) The negligent:

(a) Employment;

(b) Investigation;

(c) Supervision;

(d) Reporting to the proper authorities, or failure to so report; or

(e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

All other terms and conditions of this policy remain unchanged.



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

Named Insured California State University Trustees			Endorsement Number 007
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**EXCLUSION - INJURY TO PARTICIPANTS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Exclusions of Section I - Coverage A. Bodily Injury And Property Damage Liability and Exclusions of Section I - Coverage B. Personal And Advertising Injury Liability:

**SCHEDULE**

Description of Operations:

Any theatrical presentation, radio productions, film productions, television productions, musical group, entertainment group, performing artist, tour activity, study group, travel group, class or any similar type of activity that you present, produce, sponsor, conduct or provide.

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to any "participant".

The following DEFINITION is added for purposes of this endorsement only:

**Participant**

means any person who is a student, chaperon, volunteer, performer, artist, crew member or other participant of the operations shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

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

Named Insured California State University Trustees			Endorsement Number 008
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
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.

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

Named Insured California State University Trustees			Endorsement Number 009
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**LIMITED ELECTRONIC DATA LOSS COVERAGE – ACCESS, COLLECTION, RELEASE, DISCLOSURE, LIMITED BODILY INJURY AND PROPERTY DAMAGE SEPARATE OCCURRENCE AND AGGREGATE LIMIT**

This endorsement modifies coverage under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIABILITY COVERAGES DECLARATIONS**

- A. This endorsement provides you with limited “electronic data loss” coverage, as set forth below, but only for those losses that fall within the terms of this endorsement.
- B. This policy does not provide coverage for claims arising out of an “electronic data loss” other than as provided in this endorsement.
- C. The COMMERCIAL GENERAL LIABILITY COVERAGE FORM section of the LIABILITY COVERAGES DECLARATIONS is amended by adding the following:

Electronic Data Loss Coverage Limit (Coverage A): \$ 1,000,000      Each Occurrence  
 Electronic Data Loss Coverage Limit (Coverage B): \$ 1,000,000      Any One Person or Organization  
 Electronic Data Loss Aggregate Limit: \$ 1,000,000

- D. The Commercial General Liability Coverage Form is amended as follows:
  - 1. Exclusion 2.p. of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is deleted in its entirety and replaced by the following:
    - p. Access, Collection, Release, or Disclosure of Confidential Or Personal Information**
    - Damages arising out of an “electronic data event”.
    - This exclusion does not apply to those damages that constitute an “electronic data loss”.
  - 2. The following paragraph is added to SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions for Coverage B:

This insurance does not apply to:

## **Access, Collection, Release, or Disclosure of Confidential or Personal Information**

Damages arising out of an "electronic data event".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, crisis management expenses or any other "security breach" expense, loss, or cost incurred by you or others arising out of any access to, collection of, release of, or disclosure of, any person's or organization's confidential or personal information.

This exclusion does not apply to those damages that constitute an "electronic data loss".

3. The following paragraphs are added to SECTION III – LIMITS OF INSURANCE:

8. The Electronic Data Loss Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" and "property damage" because of all "electronic data loss."

9. Subject to 8. above, the Electronic Data Loss Coverage Limit (Coverage A) shown in the Declarations is the most we will pay under Coverage A for the sum of all damages for "bodily injury" and "property damage" because of all "electronic data loss" arising out of any one "occurrence".

10. Subject to 8. above, the Electronic Data Loss Coverage Limit (Coverage B) shown in the Declarations is the most we will pay under Coverage B for the sum of all damages for "bodily injury" and "property damage" because of all "electronic data loss" arising out of all "personal and advertising injury" sustained by any one person or organization.

E. If the same "electronic data loss" is covered under both Coverage A and B hereunder, then the maximum applicable coverage limit shall be the highest single limit under Coverage A or B (whether such limit applies on a "per occurrence" basis or applies to "any one person or organization"). However, this provision will not change the application of any aggregate limit under this policy.

F. Notwithstanding anything to the contrary in the foregoing provisions or elsewhere in this policy, this insurance does not apply to notification costs, credit monitoring expenses, forensic expenses, public relations expenses, crisis management expenses or any other loss, cost or expense incurred by you or others arising out of an "electronic data loss" or an "electronic data event".

## **Definitions**

For purposes of this endorsement only:

1. "Bodily injury" means physical injury, sickness or disease sustained by a person, including:
  - a. death resulting from any of these at any time; or.
  - b. mental anguish, mental injury or shock that subsequently manifests itself after such physical injury, sickness or disease is sustained by a person.
2. "Electronic data" means any information, facts or programs stored as or on, created or used on, or transmitted to or from any computer software or system, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.
3. "Electronic data event" means:

- a. any access to, collection of, release of, or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

All damages caused by the same or similar act or omission of any insured resulting in an "electronic data event" shall be considered a single "electronic data event".

4. "Electronic data loss" means damages because of "bodily injury" or "property damage" arising out of an "Electronic data event."
5. "Property damage" means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. "Electronic data" is not tangible property.
- 6 "Security breach" means any actual, alleged or threatened wrongful access to personal or confidential information while in the care, custody or control of, or while held on behalf of any insured.

All other terms and conditions of this policy remain unchanged.

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

Named Insured California State University Trustees			Endorsement Number 010
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**POLLUTION EXCLUSION - NAMED PERIL EXCEPTION**

This endorsement modifies coverage under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. **SECTION V – DEFINITIONS** is amended by adding the following definitions:

• **Pollutant or pollutants**

includes any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and “waste”.

• **Waste**, for all purposes except the **Nuclear** exclusions, 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, except if such substance is to be reclaimed, recycled or reconditioned by you as “your product”; 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.

2. **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSIONS** is amended at sub-section 2. **Exclusions.** paragraph f. **Pollution** by adding the following to sub-paragraph (1):

However, this exclusion does not apply to “bodily injury” or “property damage” caused by:

(a) A Named Peril which means;

- i. Lightning, windstorm, or earthquake
- ii. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an “auto”), including any attached piping, pumps, or valves, if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting, or wear and tear; or

iii. Vandalism or malicious mischief by someone other than the insured.

All other terms and conditions of this policy remain unchanged.





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

Named Insured California State University Trustees			Endorsement Number 011
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies coverage under the following:

**CONTINGENT AUTO LIABILITY COVERAGE FORM**

**SCHEDULE**

**Limits**

**\$ 50,000 Each Accident**

It is agreed that

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

**A. Coverage**

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

**B. Who Is An Insured**

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

**C. Exclusions**

This insurance does not apply to any of the following:

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

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### **D. Limit Of Insurance**

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

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

#### **E. Changes In Conditions**

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

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

## **F. Additional Definitions**

As used in this endorsement:

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

All other terms and conditions of this policy remain unchanged.

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

Named Insured California State University Trustees			Endorsement Number 012
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**EXCLUSION – WAR OR TERRORISM**

This endorsement modifies coverage under the following:

**CONTINGENT AUTO LIABILITY COVERAGE FORM**

It is agreed that:

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

**12. War or Terrorism**

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

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

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

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

- That involves the following or preparation for the following:
  - Use or threat of force or violence; or

- b.** Commission or threat of a dangerous act; or
  - c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or
  - d.** Use, release or escape of nuclear materials; or
  - e.** Commission or threat of an act that directly or indirectly results or threatens to result in nuclear reaction or radiation or radioactive contamination; or
  - f.** Dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - g.** Release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "terrorism" was to release such materials; and
- 2.** When one or both of the following applies:
- a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

All other terms and conditions of this policy remain unchanged.



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

Named Insured California State University Trustees			Endorsement Number 013
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**FELLOW EMPLOYEE COVERAGE**

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

**CONTINGENT AUTO LIABILITY COVERAGE FORM**

It is agreed that

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

The Fellow Employee Exclusion contained in **Section 1.C.5.** does not apply.

All other terms and conditions of this policy remain unchanged.

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

Named Insured California State University Trustees			Endorsement Number 014
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**HIRED AUTO PHYSICAL DAMAGE COVERAGE ENDORSEMENT**

This endorsement modifies coverage under the following:

**CONTINGENT AUTO LIABILITY COVERAGE FORM**

**SECTION II – COVERED AUTOS**, paragraph **B. Hired Autos** is amended to include the following:

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

**INSURING AGREEMENT**

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

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

**EXCLUSIONS**

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

**1. Racing or Demolition**

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

**2. Wear and tear**

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

- a. Wear and tear, freezing, mechanical, or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

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

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

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar or laser emissions.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in paragraph (3) above.

### **Care, Custody, or Control**

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

With respects to this endorsement, **SECTION IV – LIMIT OF INSURANCE** is amended to include the following:

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

1. The replacement cost of the damaged or stolen property as of the time of the “loss”; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$50,000 for any one “accident” or \$50,000 in any one policy period.

With respects to this endorsement, **SECTION V – AUTO CONDITIONS** is amended to include the following:

#### Duties in the Event of Accident, Claim, “Suit” or Loss

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

3. Promptly notify the local police, civil guard, militia, or other appropriate local legal authority if the hired “auto” or any of its equipment is stolen.
4. Take all reasonable steps to protect the hired “auto” from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.
5. Assume no obligation, make no payment, or incur any expense other than for hired “auto” physical damage coverage without our consent, except at the insured’s own cost.

All other terms and conditions of this policy remain unchanged.



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

Named Insured California State University Trustees			Endorsement Number 015
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**AMENDMENT – VOLUNTARY COMPENSATION COVERAGE ENDORSEMENT**

This endorsement modifies insurance 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.



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

Named Insured California State University Trustees			Endorsement Number 016
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

## 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 other than 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

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.



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

Named Insured California State University Trustees			Endorsement Number 017
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**COVERAGE TERRITORY ENDORSEMENT**

This endorsement modifies insurance provided under (if a check mark is shown):

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM and LIABILITY COVERAGES DECLARATIONS**
- CONTINGENT AUTO LIABILITY COVERAGE FORM and LIABILITY COVERAGES DECLARATIONS**
- EMPLOYERS RESPONSIBILITY COVERAGES and EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS**

It is agreed that:

1. The **COVERAGE TERRITORY FOR LIABILITY COVERAGES** Item of the **LIABILITY COVERAGES DECLARATIONS** is deleted in its entirety and replaced by the following:

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**COVERAGE TERRITORY FOR LIABILITY COVERAGES**

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The Coverage Territory for **COMMERCIAL GENERAL LIABILITY COVERAGE** and **EMPLOYEE BENEFITS COVERAGE** means:

ANYWHERE IN THE WORLD but excluding the United States of America (including its territories and possessions); and except as otherwise limited or extended by this insurance. The Coverage Territory also excludes:

- Puerto Rico
- Canada
- Other: Not Applicable

Notwithstanding the above, the Coverage Territory includes the following territories:

- Guam
- United States Virgin Islands (USVI)
- Other: Not Applicable

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The Coverage Territory for **CONTINGENT AUTO LIABILITY COVERAGE** means:

ANYWHERE IN THE WORLD but excluding the United States of America (including its territories and possessions); and except as otherwise limited or extended by this insurance. The Coverage Territory also excludes:

- Puerto Rico
- Canada
- Other: Not Applicable

Notwithstanding the above, the Coverage Territory includes the following territories:

- Guam
- United States Virgin Islands (USVI)
- Other: Not Applicable

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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:

- a. indemnify the "insured" for those sums that the "insured" becomes legally obligated to pay as damages to which this insurance applies and
- b. pay the cost of defense and aid and manage the "insured's" defense.

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2. **SECTION V – DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

Definition 7. "Coverage territory" is deleted in its entirety and replaced by the following:

**7.** "Coverage territory means Coverage Territory for Liability Coverages shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

The "coverage territory" also includes:

- a. International waters or air space, provided the injury or damage does not occur in the course of travel or transportations from one place to another when both places are not within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement; and
- b. The United States of America (including its territories and possessions) if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in any country within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

3. **SECTION VI – DEFINITIONS of the CONTINGENT AUTO LIABILITY FORM** is amended as follows:

Definition E. "Coverage Territory" is deleted in its entirety and replaced by the following:

E. "Coverage Territory" means Coverage Territory for Liability Coverages shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

The "coverage territory" also includes:

- a. International waters or air space, provided the injury or damage does not occur in the course of travel or transportations from one place to another when both places are not within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement; and
- b. The United States of America (including its territories and possessions) if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in any country within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

4. The Coverage Territory for Employers Responsibility Coverages Item of the **EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS** is amended by deleting the following:

ANYWHERE IN THE WORLD but excluding:

1. the United States of America (including its territories and possessions), Puerto Rico, and Canada; and except as otherwise limited or extended by this insurance.
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 replacing it with the following:

ANYWHERE IN THE WORLD but excluding:

1. the United States of America (including its territories and possessions) 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. the following countries:

- Puerto Rico
- Canada
- Other: Not Applicable

4. Notwithstanding the above, the Coverage Territory includes the following:

- Guam
- United States Virgin Islands (USVI)
- Other: Not Applicable

All other terms and conditions of this policy remain unchanged.



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

Named Insured California State University Trustees			Endorsement Number 018
Policy Symbol PHF	Policy Number D37952321 002	Policy Period July 01, 2016 to July 01, 2017	Effective Date of Endorsement July 01, 2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

**LOCAL INSURER FINANCIAL IMPAIRMENT COLLECTABILITY ENDORSEMENT**

This endorsement modifies the **COMMON POLICY CONDITIONS** included under the following (ONLY those forms indicated by a mark below):

- ACCIDENTAL DEATH AND DISMEMBERMENT AND MEDICAL COVERAGE FOR EDUCATIONAL SERVICES COVERAGE FORM
- ACCIDENTAL DEATH AND DISMEMBERMENT & MEDICAL COVERAGE INCLUDING OCCUPATIONAL INJURY COVERAGE FORM
- ACCIDENTAL DEATH AND DISMEMBERMENT AND MEDICAL EXPENSE COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL PROPERTY COVERAGE FORM
- CONTINGENT AUTO LIABILITY COVERAGE FORM
- CORPORATE KIDNAP AND EXTORTION COVERAGE FORM
- EMPLOYEE BENEFITS LIABILITY COVERAGE FORM ENDORSEMENT
- EMPLOYEE DISHONESTY COVERAGE FORM
- EMPLOYERS RESPONSIBILITY COVERAGES

I. Notwithstanding anything to the contrary contained in the Policy, when the insurance policy to which these **COMMON POLICY CONDITIONS** are attached is issued in conjunction with a coordinated multi-national insurance program that includes "local policies" issued by "local insurers", it is agreed that the **COMMON POLICY CONDITIONS** are modified to include the following additional provisions:

**Financial Impairment Collectability**

1. If a covered claim is made under a "local policy", and is not paid solely due to the "financial impairment" of the "local insurer", we shall indemnify the First Named Insured, but only to the extent that we would have paid the claim had it been made by an "insured" under this policy.

2. We have no obligation to pay any:
  - a. Amounts within any applicable "retained limit" that would have applied under such "local policy"; or
  - b. Claim by any conservator, liquidator or statutory successor of the "local insurer"; or
  - c. Amount payable under any insurance policy that is not a "local policy".
3. When this endorsement applies, the following conditions apply in addition to the conditions provided elsewhere in this policy. The First Named Insured shall:
  - a. Take all necessary steps to ensure the insured under the "local policy" pursues all rights available under the "local policy";
  - b. Take all necessary steps to ensure the insured under the "local policy" complies with all duties and obligations under such "local policy";
  - c. Submit, if requested by us, a sworn statement of loss, even if such a statement has already been submitted by the insured under the "local policy";
  - d. Cooperate with us, and take all necessary steps to obtain for our benefit, all possible recoveries or indemnification from whatever source, including without limit governmental or state entities, including guarantee funds; and
  - e. Reimburse us for any payment made under this Condition if payment is ultimately made with respect to a previously uncollectible claim under a "local policy".
4. This endorsement does not apply to any "local policy" issued in any country listed in the below Schedule of Excluded Countries.
5. The following DEFINITIONS are added to the policy, but only to the extent that the provisions contained in this Endorsement otherwise apply:

"Financial Impairment" means an adjudicated bankruptcy or insolvency of a "local insurer" or its refusal or inability to pay a final judgment or settlement solely because of anticipated imminent insolvency.

"Local insurer" means an insurance company that is either (i) an ACE affiliate or (ii) a member of ACE's network of non-affiliated insurers issuing a "local policy".

"Local policy" means a property or casualty insurance policy issued by a "local insurer" in a country other than the United States to a subsidiary of the First Named Insured or any other organization under its control or management as part of a multi-national insurance program coordinated by us. "Local policy" does not include any policy issued by an insurance company other than us or a "local insurer".

#### **Schedule of Excluded Countries**

None
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All other terms and conditions of the policy remain unchanged.



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## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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