



Chubb
Global Casualty
Routing 1275-2W
One Beaver Valley Road
Wilmington, DE 19803

1.800.204.0518 tel
302.476.6456 fax

ALLIANT INSURANCE SERVICES INC
560 MISSION ST 6TH FLOOR
SAN FRANCISCO CA 94105

RE: Insured Name – ACCEL
Policy Number – PHFD01602512 002
Policy Term – October 13, 2024 – July 1, 2025

Dear Thomas:

Enclosed is the renewal policy for the above named insured.

Thank you for the opportunity to provide a solution for the international insurance needs of ACCEL . On behalf of Chubb Global Casualty I am pleased to present the attached International Advantage® Package Policy.

Included with this letter and the Policy are the following documents to be shared with the Policyholder:

- Premium Payments Procedures
- Claim Reporting Procedures
- Chubb's Privacy position, required by law to be provided to Policyholders with each new business policy or each renewal term change
- Advisory Notice to Policyholders on United States Office of Foreign Assets Control requirements regarding trade-related sanctions against certain designated foreign countries and Specially-Designated Nationals. This advisory is provided as a courtesy. Trade or Economic Sanctions are addressed in our Common Policy Conditions.

Chubb, with offices in 18 cities, is the U.S.-based retail operating division of the Chubb Companies, a global leader in property and casualty insurance and reinsurance that serves a diverse group of clients. Rated A+ (Superior) by A.M. Best Company and AA- (Very Strong) by Standard & Poor's, Chubb conducts business on a worldwide basis in more than 140 countries.

Our goal is to provide you and your client with continuous quality service. After reviewing your document(s), if further assistance is needed, contact us at 1.800.204.0518.

Contact information:

Underwriter: Amanda Osborn

Multinational Account Specialist: Adrienne Saathoff

CHUBB®

INTERNATIONAL ADVANTAGE®

COMMERCIAL INSURANCE POLICY

GENERAL INFORMATION PAGE

CHUBB®

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



BRANDON PEENE, Secretary



JOHN J. LUPICA, President



GENERAL DECLARATIONS

INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

COMPANY NAME:
ACE AMERICAN INSURANCE COMPANY

POLICY SYMBOL AND NUMBER:

PHF

D01602512 002

Renewed or in place of:

PHF

D01602512 001

NAMED INSURED AND MAILING ADDRESS:

ACCEL
560 Mission Street,
6th Floor
San Francisco CA 94105

NAMED INSURED IS: Corporation

POLICY PERIOD:

When Coverage Begins:

October 13, 2024

When Coverage Ends:

July 1, 2025

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

CURRENCY: **U.S. DOLLARS**

| | | |
|-----------------|----------------|---------------------------------|
| PREMIUM: | \$8,362 | Due When Coverage Begins |
|-----------------|----------------|---------------------------------|

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

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

PRODUCER: ALLIANT INSURANCE SERVICES INC

Code / Office: **272913** **WIL**

NAME AND MAILING ADDRESS:

ALLIANT INSURANCE SERVICES INC

560 MISSION ST 6TH FLOOR

SAN FRANCISCO CA 94105



LIABILITY COVERAGES DECLARATIONS ACE AMERICAN INSURANCE COMPANY

NAMED INSURED: ACCEL
and address: 560 Mission Street,
6th Floor
San Francisco CA 94105
POLICY NUMBER: PHFD01602512 002 **POLICY PERIOD:** October 13, 2024 to July 1, 2025
at 12:01 Standard Time at the address shown above

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

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

CONTINGENT AUTO LIABILITY COVERAGE FORM

\$1,000,000 Each Accident

- PREMIUM AUDIT APPLIES.
 PREMIUM AUDIT DOES NOT APPLY.
-

COVERAGE TERRITORY FOR LIABILITY COVERAGES

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

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

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

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



Named Insured: ACCEL

Policy Number: PHFD01602512 002

Declarations Effective: October 13, 2024

Company Name: ACE American Insurance Company

EMPLOYERS RESPONSIBILITY COVERAGES DECLARATIONS

I. BENEFITS FOR VOLUNTARY COMPENSATION

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

II. EXECUTIVE ASSISTANCE® SERVICES

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

III. EMPLOYERS LIABILITY

| | |
|--|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease including by "endemic disease" | \$1,000,000 each employee |
| Bodily Injury by Disease including by "endemic disease" | \$1,000,000 policy limit |

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

1. indemnify you for those sums you become legally obligated to pay as damages to which this insurance applies; and
2. pay the cost of your defense and aid and manage such defense.

Coverage Territory for Employers Responsibility Coverages

This insurance applies

1. to claims you make for "voluntary compensation" and repatriation for employees of your workplaces included below;
2. to claims or suits for damages for employers liability brought against you by employees of your workplaces included below;
3. to assistance rendered to employees of your workplaces included below, when traveling 100 miles or more from home, and to "expatriate employees" without limitation of travel distance:

ANYWHERE IN THE WORLD but 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.



ACCIDENTAL DEATH AND DISMEMBERMENT AND MEDICAL EXPENSE DECLARATIONS

ACE AMERICAN INSURANCE COMPANY

NAMED INSURED: ACCEL

POLICY NUMBER: PHFD01602512 002 **EFFECTIVE DATE:** October 13, 2024

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

Regardless of the number of accidents, occurrences, covered persons, or claims, the company shall not be liable for any amount in excess of the applicable aggregate limit of liability set out below. If, in the absence of this provision, the company would pay more than the amount of such aggregate limit for a particular coverage, then the benefits payable to each covered person with a valid claim for such coverage will be reduced proportionately, so that the total amount the company will pay for such coverage is no greater than the applicable aggregate limit.

Accidental Death and Dismemberment and Medical Coverage (Non-Occupational):

Coverage A: Accidental Death and Dismemberment

Principal Sum: \$100,000 Spouse: \$50,000 Child: \$25,000

Coverage B: Medical Expense

Principal Sum: \$25,000 Spouse: \$25,000 Child: \$25,000

Aggregate Limit of Liability: \$1,500,000.

Accidental Death and Dismemberment and Medical Coverages including Occupational injury:

Coverage A: Accidental Death and Dismemberment

Principal Sum: NOT COVERED Spouse: NOT COVERED Child: NOT COVERED

Coverage B: Medical Expense

Principal Sum: NOT COVERED Spouse: NOT COVERED Child: NOT COVERED

Aggregate Limit of Liability: NOT COVERED.

Accidental Death and Dismemberment and Medical Coverage for Educational Services:

Coverage A: Accidental Death and Dismemberment

Principal Sum: NOT COVERED

Coverage B: Medical Expense

Principal Sum: NOT COVERED

Aggregate Limit of Liability: NOT COVERED.



CORPORATE KIDNAP AND EXTORTION DECLARATIONS

ACE AMERICAN INSURANCE COMPANY

| | |
|--|---|
| NAMED INSURED: ACCEL | |
| POLICY NUMBER: PHFD01602512 002 | EFFECTIVE DATE: October 13, 2024 |

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

| | <u>Limits</u> | <u>Causes of Loss</u> |
|-----------|--|---|
| \$250,000 | Each Covered Loss <u>No</u> Annual Aggregate | Extortion/Ransom Monies Payment |
| \$250,000 | Each Covered Loss <u>No</u> Annual Aggregate | In-Transit Extortion/Ransom Monies Loss |
| \$250,000 | Each Covered Loss <u>No</u> Annual Aggregate | Expenses |
| \$250,000 | Each Covered Loss <u>No</u> Annual Aggregate | Legal Costs |
| \$10,000 | Sub-limit Each Life | Medical, Death or Dismemberment |
| \$100,000 | Sub-limit Each Incident | Medical, Death or Dismemberment |
| \$250,000 | Each Covered Loss <u>No</u> Annual Aggregate | Incident Response |

Territory:

Worldwide unless modified by endorsement.

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.

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 180th 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.

**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.

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.



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.ExecutiveAssistance.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 Chubb 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.ExecutiveAssistance.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.”

CHUBB® ACCIDENTAL DEATH AND DISMEMBERMENT AND MEDICAL EXPENSE COVERAGE FORM

I. SCHEDULE OF BENEFITS

INSURANCE APPLIES ONLY TO THOSE COVERAGES FOR WHICH A PRINCIPAL SUM IS SHOWN.

Regardless of the number of accidents, occurrences, "covered persons", or claims, we shall not be liable for any amount in excess of the applicable aggregate limits of liability set out in this Schedule of Benefits, and in the Description of Benefits and Sub-limits Applicable to "Covered Persons". If, in the absence of this provision, we would pay more than the amount of such aggregate limits for a particular coverage, then the benefits payable to each "covered person" with a valid claim for such coverage will be reduced proportionately, so that the total amount we will pay for such coverage is no greater than the applicable aggregate limits.

This coverage form shall be considered supplemental coverage provided to coverage under a group health plan.

Notwithstanding any provisions in the Policy, including any endorsements or amendments thereto, this coverage form shall not differentiate among individuals in eligibility, benefits, or premiums based on any health factor of the individual or any dependent of the individual.

A. ACCIDENTAL DEATH AND DISMEMBERMENT AGGREGATE BENEFIT MAXIMUM

We will not pay more than the Accidental Death and Dismemberment Principal Sum set forth in the declarations per "accident" per "covered person" for "covered loss(es)" under the Accidental Death and Dismemberment section of this coverage form.

B. MEDICAL EXPENSE AGGREGATE BENEFIT MAXIMUM

We will not pay more than the Medical Expense Principal Sum set forth in the declarations per "accident" per "covered person" for "covered loss(es)" under the Medical Expense Benefits section of this coverage form.

C. AGGREGATE POLICY LIMIT OF LIABILITY FOR ACCIDENTAL DEATH AND DISMEMBERMENT AND MEDICAL EXPENSE: \$1,500,000:

We will not pay more than the Aggregate Limit of Liability for all "covered loss(es)" under the Medical Expense Benefits or the Accidental Death and Dismemberment sections of this coverage form regardless of the number of "covered persons" or "accidents" involved.

SUMMARY OF BENEFITS AND SUBLIMITS APPLICABLE TO COVERED PERSON(S) SUBJECT TO THE BELOW TERMS AND CONDITIONS:

*Schedule of Benefits

| | |
|---|---|
| Accidental Death and Dismemberment Aggregate Benefit Maximum: | Limit stated in Accidental Death and Dismemberment and Medical Expense Declarations |
| Medical Expense Aggregate Benefit Maximum: | Limit stated in Accidental Death and Dismemberment and Medical Expense Declarations |
| Aggregate Policy Limit of Liability for Accidental Death and Dismemberment and Medical Expense: | \$1,500,000 |

*Schedule of Benefits continues on page 2

***Schedule of Benefits continued from page 1**

| | |
|---|--|
| The following sub-limits apply, subject to the Medical Expense Aggregate Benefit Maximum: | The amount of benefits specified below shall apply to each "covered person(s)" per "accident", subject to all terms of the coverage form having reference thereto. |
| Maximum for Dental Treatment (Injury Only): | \$1,000 |
| Maximum for Emergency Medical Treatment of Pregnancy: | \$2,000 |
| Maximum for Ambulance service per occurrence: | \$250 |
| Deductible per Covered Accident or Sickness: | \$50 |
| Co-insurance Rate: | 100% of all Covered Expenses |
| Maximum Benefit Period: | 1 year from the date of the "Covered Accident" or "Sickness" |
| Daily Intensive Care Unit Benefit | \$800 |
| Daily Hospital Benefit: | \$400 |
| Time Period of "Hospital Confinement" | 30 days |
| Maximum Period of Coverage for any one "trip" | 180 continuous days |

HAZARDS INSURED AGAINST

We will pay benefits according to the Schedule of Benefits described in this coverage form when a "covered person(s)" suffers an "injury" as a result of a "covered accident" or "sickness" in the "coverage territory" while engaged in a "covered activity". We will only pay benefits if the "covered person(s)" is engaged in the hazard described below as Business Travel and Sojourn when the "covered accident" or "sickness" occurs. Unless otherwise specified, we will pay benefits only once for any one "covered accident" or "sickness."

Business Travel and "Sojourn"

We will pay the benefits described in this coverage form only if a "covered person(s)" suffers a "covered loss" or incurs "covered expenses" 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 for any one "Trip" shown in the Schedule of Benefits;
3. on business travel for the named insured; and
4. in the course of the named insured's business or while on "Sojourn"

II. DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under this coverage form.

A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If "injury" to the "covered person(s)" results while this coverage form is in effect and within the "coverage territory," for any one of the losses shown below, we will pay the percentage of the Accidental Death and Dismemberment Aggregate Benefit Maximum shown below for that loss. The Accidental Death and Dismemberment Aggregate Benefit Maximum is shown in the Accidental Death and Dismemberment Declarations. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same "accident."

| Covered Loss | Benefit Amount |
|---|--|
| Life | 100% of the Accidental Death and Dismemberment Aggregate Benefit Maximum |
| Two or more Members | 100% of the Accidental Death and Dismemberment Aggregate Benefit Maximum |
| One Member | 50% of the Accidental Death and Dismemberment Aggregate Benefit Maximum |
| Thumb and Index Finger of the Same Hand | 25% of the Accidental Death and Dismemberment Aggregate Benefit Maximum |
| Four Fingers of the Same Hand | 25% of the Accidental Death and Dismemberment Aggregate Benefit Maximum |

“**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**” or “**Loss of Four Fingers 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.

Age Reduction Schedule: The amount payable for a loss will be reduced if a “covered person” is age 70 or older on the date of the “covered accident” causing the loss. The amount payable for the “covered person’s” loss is a percentage of the amount that would otherwise be payable, as shown below.

| AGE ON DATE OF “COVERED ACCIDENT” | PERCENTAGE OF BENEFIT AMOUNT OTHERWISE PAYABLE |
|--|---|
| 70-74 | 65% |
| 75-79 | 45% |
| 80-84 | 30% |
| 85 and older | 20% |

Premium for a Covered Person age 70 or older is based on 100% of the coverage that would be in effect if the Covered Person were under age 70. “Age” as used above refers to the age of the “covered person” on his or her most recent birthday.

B. 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 Deductibles, Coinsurance Rates, Benefit Periods, Benefit Maximums and other terms or limits shown in the Schedule of Benefits. The coinsurance rate of 100% means that we will pay for 100% of such “covered expenses” in excess of the deductible.

Medical Expense Benefits are only payable:

1. when they are in excess of amounts paid by any other “Health Care Plan”;
2. for “usual and customary charges” incurred after any applicable “deductible” has been met;
3. for those “medically necessary” “covered expenses” that the “covered person(s)” receives; and
4. for charges incurred for services rendered to the “covered person(s)” while on a covered “trip”.

No benefits will be paid for any expenses incurred that, in our judgment, are in excess of "usual and customary charges."

Covered Medical Expenses

1. "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).
2. Medical care, services, and treatment performed by a "doctor" as a result of "bodily injury" or "sickness"; including second surgical opinions.
3. Ambulance services to or from a "hospital".
4. Laboratory tests.
5. Radiological procedures, radium therapy, x-ray treatments and examination, microscopic tests or any related laboratory tests or analysis made for diagnosis or treatment.
6. Anesthetics and their administration.
7. Blood, blood products, artificial blood products, and the transfusion thereof.
8. Physiotherapy.
9. Chiropractic expenses on an inpatient or outpatient basis.
10. Medicines or drugs administered by a "doctor" or that can be obtained only with a "doctor's" written prescription.
11. Dental charges for "injury" to sound, natural teeth.
12. Emergency medical treatment of pregnancy.
13. Artificial limbs or eyes (not including replacement of these items).
14. Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces).
15. Oxygen or rental equipment for administration of oxygen.
16. Rental of a wheelchair or hospital-type bed.
17. Rental of mechanical equipment for treatment of respiratory paralysis.
18. Eyeglasses, contact lenses and hearing aids when damage occurs as a result of a "covered accident" that requires medical treatment.

III. EXCLUSIONS

We will not pay benefits for any loss, "injury," or "sickness" that is caused by or results from:

- A. intentionally self-inflicted "injury", suicide or attempted suicide.
- B. war or any act of war, whether declared or not.
- C. service in the military, naval or air service of any country.

- D. commission of, or attempt to commit, a felony, an assault or other illegal activity.
- E. participating in motorcycling driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing, bungi-cord jumping, parachuting, skydiving, parasailing, ziplining, cave tubing, or hang-gliding.
- F. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle.
- G. piloting or serving as a crewmember in any aircraft.
- H. flight in, boarding or alighting from any craft or device designed to fly above the earth's surface or used in connection with any test or experimental purpose.
- I. flight in, boarding or alighting from an aircraft, except as:
 - 1. a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - 2. a passenger in a non-scheduled, private aircraft used for pleasure purposes with no commercial intent during the flight;
 - 3. a passenger in a United States military aircraft or as a passenger on aircraft operated by the service of a duly constituted governmental authority of any other country
- J. travel in any aircraft owned, leased or controlled by you, or any of your subsidiaries or affiliates. An aircraft will be deemed to be controlled by you, if the aircraft may be used as you wish for more than 10 consecutive days, or more than 15 days in any year.
- K. the "covered person(s)" being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred.
- L. "injury" or "sickness" that occurs while the "covered person(s)" has been determined to be legally intoxicated as determined according to the laws of the jurisdiction in which the "injury" or "sickness" occurred, or under the influence of any narcotic, barbiturate, or hallucinatory drug, unless administered by a "doctor" and taken in accordance with the prescribed dosage.
- M. alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a "doctor".
- N. the "covered person(s)" is under the influence of drugs or intoxicants, unless taken under the advice of a "doctor."
- O. "injury" or "sickness" where the "covered person(s)'s" "trip" to the "coverage territory" is undertaken for treatment or advice for such "injury" or "sickness," except as provided in this coverage form.
- P. Nuclear incidents of any kind or description.

In addition to the exclusions above, we will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

- A. routine physicals and care of any kind.
- B. routine dental care and treatment.
- C. routine nursery care.

- D. "injury" or "sickness" which results from or in the course of a "covered person(s)" regular occupation for pay or profit. (This does not apply to corporate officer, partner, or sole proprietor who is not insured under Workers' Compensation Employer's Liability Law or similar law).
- E. "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.
- F. cosmetic surgery, except for reconstructive surgery needed as the result of an "injury" or "sickness."
- G. any elective treatment, examination, or surgery, including elective termination of pregnancy, and including any service, treatment, or supplies that are deemed by us to be experimental and which are not recognized and general accepted medical practices in the United States.
- H. eye refractions, eyeglasses, contact lenses, or hearing aids or examinations for the purpose of prescribing corrective lenses or hearing aids or for the fitting thereof, unless caused by an "injury" or "sickness" and otherwise covered under this coverage form.
- I. medical expenses for which the "covered person(s)" would not be responsible for in the absence of this coverage form. 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(s)" is eligible for reimbursement.
- J. any treatment provided under any mandatory government program or facility set up for treatment without cost to any "covered person(s)".
- K. expenses payable by any automobile insurance policy without regard to fault.
- L. organ or tissue transplants and related services.
- M. custodial care.
- N. mental and nervous disorders (unless otherwise provided in this coverage form).
- O. pregnancy or childbirth (unless otherwise provided in the coverage form). This exclusion does not apply if treatment is required as a result of a "medical emergency".
- P. any care furnished to a newborn child, including "hospital" nursery expenses.
- Q. 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.
- R. bacterial infection or related surgical or medical treatment thereof; except, for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- S. treatment or service provided by a private duty nurse.
- T. expenses incurred during the "trip" for purposes of seeking medical care or treatment, or for any other "trip" that is not in the course of the insured's activity.
- U. treatment by an "Immediate Family Member" or member of the insured's household.

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

IV. DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be shown with quote marks 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.

“Accident” means a sudden, unexpected and unintended event.

“Active service” means a “covered person(s)” is actively at work performing all the regular duties on a full-time basis either at your place of business or some place you require him or her to be.

“Country of Permanent Assignment” means a country, other than a “covered person(s)” “home country”, in which the named insured requires a “covered Person” to work for a period of time that exceeds 180 continuous days.

“Country of Permanent Residence” means a country or location in which the “covered person(s)” maintain a primary permanent residence.

“Coverage territory” means anywhere in the world; except, the “home country” of a “covered person(s)” or as may be specifically restricted or prohibited by law.

“Covered accident” means an “accident” that occurs in the “coverage territory” while coverage is in force for a “covered person(s)” and results in a loss or “injury” covered by this coverage form for which benefits are payable.

“Covered activity” means any activity in which a “covered person(s)” must be engaged when a “covered accident” occurs in order to be eligible for benefits under this coverage part. These “covered activities” are listed in the Hazards section of the coverage part entitled “Business Travel or Sojourn”.

“Covered expenses” means expenses actually incurred by or on behalf of a “covered person(s)” for treatment, services and supplies covered by this coverage form. Coverage under this coverage form must remain continuously in force from the date of the “covered accident” or “sickness” until the date treatment, services or supplies are received, in order 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 this coverage form.

“Covered person(s)” means:

- a) North Americans, meaning your “employees” who are in “active service” and who are citizens or legal, permanent residents of the United States (including its territories and possessions);
- b) Third Country Nationals, meaning your “employees” who are in “active service” and who are not citizens of their “country of permanent assignment” and who are not described as North Americans; or
- c) Local Nationals, meaning your “employees” who are in “active service” and who are citizens of the country of their workplace but who are not described as North Americans.

“Dependents” are considered “covered person(s)” if a principal sum is set forth in the declarations.

“Covered person(s)” are covered only while engaged in “covered activities” while within the “coverage territory”.

“Deductible” means the dollar amount of “covered expenses” that must be incurred as an out-of-pocket expense by each “covered person(s)” on a “per accident” or “sickness” basis before Medical Expense Benefits paid on an expense incurred basis are payable under this coverage form.

“Dependent” means a “covered person(s)’s” lawful spouse including state law-recognized domestic partners; or a “covered person(s)’s” unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the “covered person(s)” for support. A child includes a “covered person(s)’s” natural child, adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the “covered person(s)” or depends chiefly on the “covered person(s)” for financial support.

“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(s)” that is appropriate for the conditions and locality. It will not include a “covered person(s)”, a “dependent”, “immediate family member”, or a member of the “covered person(s)’s” household.

“Employee(s)” means a person who works for you in the conduct of your ordinary activities, in return for compensation such as salary, wages, commissions, or stipends. “Employee(s)” includes voluntary worker(s) of the named insured. 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 “Accidental Death and Dismemberment and medical expense coverage.”

“Health care plan” means a policy or other benefit or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self funded basis; 2) hospital or medical service organizations on a group basis; 3) health maintenance organizations on a group basis; 4) group labor-management plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

“Home country” means a country from which the “covered person(s)” holds a passport. If the “covered person(s)” holds passports from more than one country, his or her home country will be the country that he or she has declared to us or the named insured in writing. 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 in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service;
- 3) has a staff of one or more “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 pre-arranged 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 solely for drug addicts, alcoholics, or the aged.

“Hospital confinement” means a stay of 24 or more consecutive hours as a registered resident bed-patient in a “hospital.”

“Immediate family member” means a person who is related to the “covered person(s)” in any of following ways: spouse, including state law-recognized domestic partners; parent (includes stepparent);

child age 18 or older (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son- or daughter-in-law; and brother- or sister-in-law.

“Injury” means accidental bodily harm sustained by a “covered person(s)” 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 “accident,” including all related conditions and recurrent symptoms of these injuries, are considered a single “injury.”

“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” prescribed or ordered by a “doctor” or furnished by a “hospital”;
- 2) performed in the least costly setting required by the “covered person(s)’s” condition; and,
- 3) 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) eye glass 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, at our discretion, consider the cost of the alternative to be the “covered expense.”

“Sickness” means an illness, disease or condition of the “covered person(s)” that causes a loss for which a “covered person(s)” incurs medical expenses while covered under this coverage form. All related conditions and recurrent symptoms of the same or similar condition will be considered one “sickness.”

“Sojourn” means personal “trips” taken by the “covered person(s)” on vacation days, personal days, holidays, weekend days, or business days:

- a) while on the business of the named insured; and,
- b) not exceeding a total of fourteen days

“Trip” means travel by air, land, or sea and is deemed to commence when the “covered person(s)” leaves his or her “home country” on a trip within the “coverage territory” and shall continue until such time the “covered person(s)” returns to his or her “home country”. It includes the period of time from the start of the trip until its end provided the “covered person(s)” is engaged in a “covered activity”.

“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.

“You” or “your” means the Named Insured listed on the Declarations.

V. CLAIM PROVISIONS

- A. **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 this coverage form 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(s)” and this coverage form.
- B. **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.
- C. **Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the authorized representative 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, will proof of loss be accepted if it is sent later than one year from the time proof is otherwise required.
- D. **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.
- E. **Clerical Error:** If a clerical error is made, it will not affect the insurance of any “covered person(s)”. No error will continue the insurance of “covered person(s)” beyond the date it should end under the Policy terms.
- F. **Time Payment Of Claims:** Any benefits due will be paid when we receive written (or authorized electronic or telephonic) proof of loss.
- G. **Payment Of Claims:** If the “covered person(s)” dies, any death benefits or other benefits unpaid at the time of the “covered person(s)’s” death will be paid to their beneficiary. If no beneficiary is on record with us or our authorized representative, we will pay benefits in equal shares to the first surviving class of the following to the “covered person(s)’s”:
1. spouse;
 2. children, in equal shares (If a child is a minor, benefits will be paid to the legal guardian);
 3. parents, in equal shares;
 4. brothers and sisters, in equal shares;

If there are no survivors in any of these classes, we will pay the “covered person’s” estate.

All other benefits due and not assigned will be paid to the “covered person(s)”, if living.

Otherwise, the benefits may, at our option, be paid:

1. according to the beneficiary designation; or
2. to the “covered person(s)’s” estate.

If a benefit due is payable to:

1. the “covered person(s)’s” estate; or

2. the “covered person(s)” or a beneficiary, who is either a minor or is not competent to give a valid release for the payment,

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the “covered person(s)” or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith.

We may pay benefits directly to any “hospital”, “doctor” or person or organizations rendering covered services, unless the “covered person(s)” requests otherwise in writing. The “covered person(s)” must make the request no later than the time he or she files a written proof of loss.

- H. **Beneficiary:** The “covered person(s)” may designate a beneficiary. The “covered person(s)” has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. The change will be effective when we or our authorized representative 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.
- I. **Assignment:** We may pay benefits directly to any “hospital”, “doctor”, or person or organization 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.
- J. **Physical Examinations And Autopsy:** We have the right to have a “doctor” of our choice examine the “covered person(s)” 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.
- K. **Recovery of Overpayment:** If benefits are overpaid, or paid in error, we have the right to recover the amount overpaid, or paid in error, by any or all of the following methods.
 1. A request for lump sum payment of the amount overpaid, or paid in error.
 2. Reduction of any proceeds payable under this coverage form by the amount overpaid, or paid in error.
 3. Taking any other action available to us.
- L. **Legal Actions:** No lawsuit or action in equity can be brought to recover on the benefits provided by this coverage form: (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.
- M. **Not In Lieu Of Workers’ Compensation:** This coverage form is not a Workers’ Compensation policy. It does not provide Workers’ Compensation benefits.

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

In consideration of the payment of the premium and in reliance upon the **Application** and all representations, materials, and information made or submitted by you or your representative(s) in connection therewith, we agree to indemnify you for **Covered Losses** sustained directly as a result of **Covered Events** which occur during the **Policy Period**, and subject to the Declarations, terms, conditions, limitations and exclusions of this Coverage Form, as modified by the other terms, conditions, limitations and exclusions of this Policy. You agree to pay the premium, supply designated information, and comply with the provisions of this Coverage Form, as modified by the other terms, conditions, limitations and exclusions of this Policy.

I. COVERED EVENT

Subject to the provisions of Section II, **COVERED LOSS**, Section V, **LIMITS OF LIABILITY**, and any Deductible shown in the Declarations, coverage is afforded under this Coverage Form for one or more of the **Covered Losses** identified in the Declarations arising solely and directly from the following specific **Covered Events** that commence during the **Policy Period**:

- A. Kidnap
- B. Extortion
- C. Wrongful Detention

II. COVERED LOSS

If a **Covered Event** commences during the **Policy Period**, we will indemnify you for the following, subject to Section VI, **CONDITIONS PRECEDENT TO OUR LIABILITY**, and any other applicable terms and conditions of this Policy:

A. EXTORTION/RANSOM MONIES PAYMENT

We will reimburse you for **Extortion/Ransom Monies** paid by you or a **Covered Person(s)** resulting directly from the following **Covered Events** commencing during the **Policy Period**:

1. Kidnap or purported Kidnap; and
2. Extortion upon you or a **Covered Person(s)**.

B. IN-TRANSIT EXTORTION/RANSOM MONIES

We will reimburse you for the loss of **Extortion/Ransom Monies** resulting directly from confiscation, destruction, disappearance, wrongful appropriation, seizure or usurpation while such **Extortion/Ransom Monies** are being conveyed, as a result of a **Kidnap** or **Extortion**, by anyone who is authorized by you or a **Covered Person(s)** to have custody thereof; *provided*, that the **Kidnap** or **Extortion** that gave rise to the conveyance is a **Covered Event** under this Coverage Form.

C. EXPENSES

We will reimburse you for the amount paid by you for **Expenses** resulting directly from a **Covered Event** commencing during the **Policy Period**.

D. LEGAL COSTS

1. We will pay, with respect to any **Suit** brought against you by a **Covered Person** as a direct result of a **Kidnap, Extortion, or Wrongful Detention** occurring during the **Policy Period**, those sums that you become legally obligated to pay as damages as a result of a judgment or settlement (with our prior approval) of such a **Suit**.
2. We will have the right to investigate, negotiate, or settle any such claim or **Suit** or to take over the conduct of the defense thereof, and you will cooperate with us to these ends, pursuant to Section VII, subsection C, of this Policy.

E. MEDICAL DEATH OR DISMEMBERMENT

As a result of a **Covered Event**:

1. we will reimburse you for reasonable and customary medically necessary hospital, surgical, and other medical and dental expenses incurred by a **Covered Person(s)**, and/or paid by you within twenty-four (24) months following either the release of such **Covered Person(s)** or the last reasonably credible **Extortion** threat occurring during the **Policy Period**, including:
 - a. any reasonable and customary medically necessary costs for care by a neurologist, psychologist or psychiatrist and expense of confinement for such care; and
 - b. cosmetic surgery which is required to correct any permanent disfigurement sustained by a **Covered Person(s)** directly as a result of a **Covered Event**.

“Reasonable and customary” charges are those that are the same as, or compare fairly with, charges made for similar services or supplies to individuals with similar medical or dental conditions in the same geographic area in which the **Covered Person(s)** resides;

2. If a **Covered Person(s)** loses his/her life or suffers any **Bodily Injury**, we will pay the following percentages of the benefit amount(s) listed in the Declarations:

| | |
|---|-----------------|
| Loss of Life | 100% of Benefit |
| Complete physical severance of the hand or foot; Irrecoverable loss of sight of an eye; Total permanent paralysis; or Total permanent disability of any limb | 100% of Benefit |
| Loss of any finger; or Complete physical severance of one half or more of a toe, nose, ear or genitalia | 50% of Benefit |

No more than 100% of the amounts stated in the Declarations for Medical Death or Dismemberment will be paid for Bodily Injury to any one Covered Person.

F. INCIDENT RESPONSE

We will reimburse you for:

1. reasonable and customary fees and expenses of security consultants provided by us or other independent security consultants retained by you for the exclusive function of responding to a **Covered Event**, *provided* that we have given our prior consent to the use of such other independent security consultant(s); and

2. any other reasonable and customary fees and expenses of other specialist consultants retained by you for the exclusive function of responding to a **Covered Event**, including but not limited to, public relations consultants or private investigation consultants, provided we have given our prior consent to the use of such specialist consultant.

III. DEFINITIONS

The following words, when used in this Coverage Form, have these meanings:

- A. Application** means all applications, including any attachments thereto, and all other information and materials submitted by you or on your behalf to us in connection with our underwriting this Policy, or any policy of which this Policy is a renewal, replacement or which it succeeds in time.
- B. Bodily Injury** means death of or physical injury to a **Covered Person(s)** sustained as a direct and sole result of a **Covered Event**.
- C. Covered Event** means those events shown in Section I, **COVERED EVENT**, or a series of connected acts thereof. If it is evident from the demand(s), or the making of such demand(s), that **Kidnaps** and/or **Extortions** and/or **Detentions** are or were carried out in furtherance of one another, they shall be deemed to be connected and to constitute a single **Covered Event**. In no event shall we have any liability nor shall there be any coverage under this Coverage Form with respect to a series of **Kidnaps** and/or **Extortions** and/or **Detentions**, the first of which commenced before the **Policy Period** of this Policy.
- D. Covered Loss** means any **Expense**, payment, cost, benefit or other covered expenditure as described under this Coverage Form sustained directly as a result of a **Covered Event**.
- E. Covered Person(s)** means:
 1. directors, officers and employees of the **Named Insured** and any **Subsidiary**.
 2. a spouse or domestic partner, child (including step, adopted, foster, spouse of married child, or child's domestic partner), parent (including step or in-law), sibling (including step, half, foster, adopted, or in-law), niece, nephew, aunt, uncle, lineal ancestor or descendant, or spouse or domestic partner of a lineal ancestor or descendant, of a person(s) named in paragraph 1 above;
 3. any person visiting the home of, or normally domiciled in the home of, a person(s) named in paragraph 1 above, and any person or customer of yours while on your **Property** or while traveling with any person(s) named in paragraph 1 above; and
 4. any person(s) authorized by you or by a **Covered Person** to deliver the **Extortion/Ransom Monies**.
- F. Employee Compensation** means the total gross salary including bonuses, commissions, welfare and benefits contributions and any other contributions and allowances contractually due to (a) a **Covered Person**, (b) an individual newly hired to conduct the specific duties of the **Covered Person** while the **Covered Person** is the victim of a **Kidnap** or a **Wrongful Detention**, and/or (c) an individual who leaves his/her employment in order to assist in the negotiation of the release of the **Covered Person** and who has been specifically designated by you to so assist.
- G. Expense** means, as a direct result of a **Covered Event**, only the following:
 - a. reasonable payment by you to an **Informant** who contributes to the resolution of the **Covered Event**;

- b. reasonable and customary loan costs incurred by you from a financial institution for obtaining money to be used for **Extortion/Ransom Monies** payments;
- c. reasonable and customary travel and accommodation costs incurred by you or a **Covered Person(s)** as follows:
 - i. directly related to the resolution of a **Covered Event**;
 - ii. for a **Covered Person** who is the victim of a **Kidnap** or **Wrongful Detention** to join his/her immediate family upon his/her release, and the travel accommodation costs, including lodging and meals, of a newly hired individual to replace the **Covered Person** who is a victim of a **Kidnap** or **Wrongful Detention**. These costs will apply only once per **Covered Person(s)** and replacement person(s); and/or
 - iii. to evacuate, a **Covered Person** and/or his or her spouse and/or children living in the same household as the **Covered Person** who is the victim of a **Kidnap** or **Wrongful Detention**;
- d. **Employee Compensation** paid by you:
 - i. up to thirty (30) days after the release of the **Covered Person(s)** from a **Kidnap** or **Wrongful Detention**; or
 - ii. up to discovery of the death of the **Covered Person(s)**; or
 - iii. up to one hundred twenty (120) days after we receive the last reasonably credible evidence that the **Covered Person(s)** is still alive; or
 - iv. up to sixty (60) months after the date of the **Kidnap** or **Wrongful Detention** if the victim has not been released;
- e. **Personal Financial Loss** suffered by a **Covered Person(s)**;
- f. reasonable and necessary fees and expenses of a qualified interpreter retained directly to assist you in resolving a **Covered Event**;
- g. reasonable and necessary expenses of independent forensic analysts engaged by you;
- h. increased costs of security resulting directly from **Kidnap** or **Extortion** threats including, but not limited to, hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to ninety (90) consecutive days, *provided* that the security consultant has specifically recommended such security measures;
- i. job retraining costs for a **Kidnap** or **Wrongful Detention** victim, including, but not limited to, the salary of the **Kidnap** or **Wrongful Detention** victim while being retrained, and costs of external training courses;
- j. reasonable rest and recovery expenses, including travel, lodging, meals and recreation, for a **Covered Person(s)** who is a victim of a **Kidnap** or **Wrongful Detention**, with his/her spouse and/or children, for a period not exceeding thirty (30) consecutive days, and incurred by you within six (6) months following the conclusion of the **Covered Event**; *provided, however*, that we will pay no more than \$100,000 for all victims and family members for any one **Covered Event**; and
- k. other reasonable and customary expenses incurred by you directly related to negotiating the release of a **Covered Person**.

- H. **Extortion** means a threat or series of threats to **Kidnap**, cause **Bodily Injury**, **Property Damage**, or **Product Adulteration**, or disclose your **Proprietary Information**, including any personal, private, or confidential information about you or a **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition not to carry out such threat.
- I. **Extortion/Ransom Monies** means consideration for the return of a **Kidnap** victim or consideration to terminate or end an **Extortion**, paid to a person(s) believed to be responsible for the **Kidnap** or **Extortion**, including, but not limited to, cash, securities, marketable goods or services, property, or monetary instruments.
- J. **Informant** means any person, other than the **Covered Person(s)**, providing information not otherwise obtainable, solely in return for compensation.
- K. **Kidnap** means the illegal abduction and holding hostage of one or more **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition of release. A **Kidnap** in which more than one **Covered Person(s)** is abducted will be considered a single **Kidnap**.
- L. **Named Insured** means the organization named in the Declarations.
- M. **Personal Financial Loss** means financial loss suffered by a **Covered Person(s)** solely and directly as the result of the physical inability of a **Covered Person(s)** to attend to personal financial matters while a victim, and as a direct result, of a **Covered Event**.
- N. **Policy Period** means the time period stated in the Declarations of this Policy.
- O. **Product Adulteration** means the intentional act of contaminating, polluting, or rendering harmful or unfit for their intended use, products or goods manufactured, handled or distributed by you, or publicity implying or stating the same.
- P. **Property** means any building and contents or equipment (fixed or mobile) owned or leased by you as a place to conduct business or a residence occupied by any director officer or employee and for which you or the **Covered Person(s)** is legally liable.
- Q. **Property Damage** means physical loss of or damage to tangible **Property** or electronic data, including the corruption or modification of data or denial of access to computer or network services.
- R. **Proprietary Information** means any information which you maintain as a trade secret and includes methods, processes, devices and techniques particular to the conduct of your business.
- S. **Subsidiary** means any entity in which the **Named Insured**:
1. owns interests representing 50% or more of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership; or
 2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, the members of the management board if such entity is a limited liability company, or the general partners of a partnership.
- T. **Suit** means a civil lawsuit or arbitration arising from a **Covered Event**, provided that such proceeding is brought within twelve (12) months after the release or death of a kidnapped or detained **Covered Person(s)** or the last reasonably credible **Extortion** threat occurring during the **Policy Period**, but in no event longer than sixty (60) months after the inception of the **Kidnap**, **Extortion** or **Wrongful Detention**.

- U. **Wrongful Detention** means the arbitrary or capricious act of confining or detaining a **Covered Person(s)** against his/her will for whatever reason, whether by local governmental authorities or those purporting to act on behalf of local governmental authorities, or by those acting or purporting to act on behalf of any insurgent party, organization or group. A **Wrongful Detention** in which more than one **Covered Person(s)** is detained will be considered a single **Wrongful Detention**.
- V. Throughout this Coverage Form, the terms “you” and “your” mean the person(s), people, or organization(s), including any **Subsidiaries**, shown as the Named Insured in the Declarations. Besides you, there may be other people “insured” under certain parts of the Coverage Form. “We,” “us,” and “our” mean the insurance company issuing the Policy.

IV. EXCLUSIONS

This Coverage Form does not apply to any loss, cost, damage, injury, liability, obligation, or expense resulting directly or indirectly from:

- A. Any fraudulent, illegal, or dishonest act committed by you, a **Covered Person(s)** or any person you authorize to have custody of **Extortion/Ransom Monies**; or
- B. Monies or property surrendered away from the **Property** in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **Extortion** or demand for **Extortion/Ransom Monies** previously communicated to you or to the **Covered Person**; or
- C. Monies or property surrendered on the **Property** unless brought onto the **Property** after receipt of the **Extortion**, or demand for **Extortion/Ransom Monies**, for the purpose of paying such demand; or
- D. Regarding **Wrongful Detention** only:
 - 1. A **Covered Person(s)** in direct employment of a government, military intelligence, or law enforcement agency; or
 - 2. Any violation by you or a **Covered Person(s)** of the laws of the country of residence or where a **Covered Person(s)** is traveling. This would include a failure by you or a **Covered Person(s)** to maintain all legally required travel documents. However, this exclusion will not apply to any detention resulting from allegations that are deliberately false, fraudulent, and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of you or a **Covered Person(s)**.

You agree to reimburse us for any payments made hereunder by us which are ultimately determined not to be covered because of the application of this exclusion.

- E. Fines, penalties, punitive, or exemplary damages, or the multiple part of multiplied damages.

V. LIMITS OF LIABILITY; NON-ACCUMULATION OF LIABILITY

- A. For each **Covered Loss**, the maximum limit and aggregate limit of our liability hereunder will not exceed the corresponding amounts set forth in the Declarations by reason of any **Covered Event**, except as stated herein, regardless of the number of **Covered Person(s)** under the Coverage Form. All **Covered Losses** arising from a **Covered Event** will be deemed to have been incurred during the **Policy Period** in which the **Covered Event** commenced.
- B. Regardless of the number of years this Coverage Form continues in force, and of the number of premiums which will be payable or paid or of any other circumstances whatsoever, our liability under this Coverage Form with respect to any **Covered Loss(es)** will not be cumulative from year to year or **Policy Period to Policy Period**. When there is more than one **Covered Person**, the aggregate Limit

of Liability under this Coverage Form for **Covered Losses** sustained by any or all of them will not exceed the amount for which we would be liable if all such **Covered Losses** were sustained by any one of them.

VI. CONDITIONS PRECEDENT TO OUR LIABILITY

In the event of a **Covered Event**:

- A. You must provide us, or any of our authorized agents, as soon as practicable, with written and oral notice containing particulars sufficient to identify you and also reasonably obtainable information with respect to the time, place and circumstances of the **Covered Event**, and the names and addresses of the victim(s) and of available witnesses.
- B. You also must provide us with periodic and timely updates along with detailed reports of all significant events relating to the **Covered Event**.
- C. You must investigate all reasonably obtainable information and determine whether a **Covered Event** has actually occurred and is not a hoax, prior to any liability attaching under this Coverage Form.
- D. Prior to the payment of any **Extortion/Ransom Monies' Expenses**, you first must have approved payment of such **Extortion/Ransom Monies**.

VII. GENERAL POLICY CONDITIONS

As respects to this Coverage Form, the following **General Policy Conditions** supersede and replace those stated in the **Common Policy Conditions** of this Policy.

A. APPRAISAL

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

1. You or we will request in writing that the dispute be submitted to appraisal within sixty (60) days from the time we receive your proof of **Covered Loss**. Each of us will then select an appraiser and notify the other of that choice within twenty (20) days of the initial request.
2. The appraisers will select an impartial umpire. If they cannot agree on an umpire within fifteen (15) days either you or we can ask that an umpire be appointed by a judge of the court in the jurisdiction in which the appraisal is pending.
3. The appraisers will appraise each item of **Covered Loss**. If they cannot agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of the **Covered Loss**. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

B. ASSIGNMENT

Assignment of interest under this Coverage Form will not bind us until our consent is endorsed hereon.

C. ASSISTANCE AND COOPERATION

1. If claim is made or **Suit** is brought against you, as set forth in Section II, **COVERED LOSS**, subsection D, **LEGAL COSTS**, you will immediately forward to us every demand, notice, summons or other process received by you or your representative. You will also:

- a. Not admit liability in any such **Suit**; and
 - b. Cooperate with us in conducting the defense of any such **Suit**. We will have the right, but not the duty, to investigate, negotiate or settle any such **Suit** or to take over the conduct of the defense thereof, and you will cooperate with us to these ends.
2. You and any other **Covered Person(s)** will cooperate with us and, upon our request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you because of injury or damage with respect to which insurance is afforded under this Coverage Form, and you will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You or any other **Covered Person(s)** will not, except at your own cost, voluntarily make payment, assume any obligation or incur any expense other than for first aid to others at the time of a **Covered Event**.

D. AUTHORIZATION

By acceptance of this Coverage Form, the **Named Insured** agrees to act on behalf of any of its **Subsidiaries** with respect to the giving and receiving of any return premiums that may become due under this Coverage Form, the acceptance of endorsements, and the giving or receiving of any other notice provided for in this Coverage Form; and these **Subsidiaries** agree that the **Named Insured** will act on their behalf.

E. BANKRUPTCY AND INSOLVENCY

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

F. CANCELLATION

- a. The first Named Insured shown in the Declarations ("first **Named Insured**") may cancel this Coverage Form by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Coverage Form 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 Coverage Form, 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 Coverage Form, 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.

G. CHANGES

Notices to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this Coverage Form or stop us from asserting any right under the terms of this Coverage Form; nor will the terms of this Coverage Form be waived or changed, except by endorsement issued to form a part of this Coverage Form.

H. CONCEALMENT, MISREPRESENTATION AND FRAUD

This Coverage Form is void if:

1. you have concealed or misrepresented any material fact or circumstance in the procurement of, or concerning, this insurance, including within the **Application**; or
2. you make any attempt to defraud us either before or after a **Covered Loss**; or
3. you have concealed or misrepresented any material fact or circumstance in connection with any claim.

I. CONFIDENTIALITY

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

J. CONSOLIDATION-MERGER

If, during the **Policy Period**, the **Named Insured** acquires voting securities in another organization or creates another organization which as a result of such acquisition or creation becomes a **Subsidiary**, or acquires any organization by merger into or consolidation with the **Named Insured**, then, subject to the terms and conditions of this Policy such organization and its **Covered Persons** shall be covered under this Policy but only with respect to **Covered Events** taking place after such acquisition or creation.

If the total assets of such acquired or created organization, as reflected in the then most recent consolidated financial statements of the organization, exceed 10% of the total assets of the **Named Insured** and the **Subsidiaries** as reflected in the then most recent consolidated financial statements of the **Named Insured**, coverage shall be provided for such acquired or created organization and its **Covered Persons** for a period of 30 days after the effective date of such acquisition or creation, or until the end of the **Policy Period**, whichever is earlier, so long as the **Named Insured** gives written notice of such acquisition or creation to us prior to the end of the **Policy Period**. Coverage otherwise afforded under this paragraph for such acquired or created organization and its **Covered Persons** shall terminate 30 days after the effective date of such acquisition or creation, or at the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** agrees to and pays any additional premium required by us, and agrees to any additional terms and conditions of this Policy as required by us.

In no event, however, shall we have any liability nor shall there be any coverage under this Policy with respect such acquired or created organization and its **Covered Persons** arising out of a **Covered Event** or a threat of a **Covered Event** which commenced prior to the acquisition or creation of the organization.

K. CURRENCY OF COVERED LOSS(ES) PAYMENT

If your **Covered Loss** involves currency other than the currency of the United States of America, we will not reimburse or pay you for more than the United States dollar equivalent of the foreign currency

based on the rate of exchange published in the *Wall Street Journal* on the date that the **Covered Loss** was incurred.

L. DEDUCTIBLE

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

M. DUE DILIGENCE

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

N. EXAMINATION OF YOUR BOOKS AND RECORDS

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

O. EXAMINATION UNDER OATH

As often as may be reasonably required, you or any other **Covered Person(s)** will submit to examinations under oath by any person named by us; and, as often as may be reasonably required, you or any other **Covered Person(s)** will produce for examination all books of account, vouchers, bills, invoices, schedules, accounting information, and any documentation relating to your **Covered Loss**, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by us or our representative, and will permit extracts and copies thereof to be made.

P. 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.

Q. LEGAL ACTION AGAINST US

You or any other **Covered Person(s)** may not bring any legal action against us involving a **Covered Loss** unless and until:

1. You have complied with the all of the terms of this Coverage Form, and any other applicable terms, conditions, limitations and exclusions of this Policy;

2. ninety (90) days after you have notified us of the existence of a **Covered Event**; and
3. brought within two (2) years from the date you reported the **Covered Event** to us.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

R. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

S. OTHER INSURANCE

The insurance afforded by this Coverage Form is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and you or any other **Covered Person(s)** have other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this Coverage Form will not be reduced by the existence of such other insurance.

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

1. **Contribution by Equal Shares.** If all of such other applicable insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such **Covered Loss** than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the **Covered Loss** is paid, and with respect to any amount of **Covered Loss** not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the **Covered Loss** is paid.
2. **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such **Covered Loss** than the applicable limit of liability under this Policy for such **Covered Loss** bears to the total applicable limit of liability of all applicable insurance against such **Covered Loss**.

T. 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.

U. RECOVERIES

In the event of any payment under this Coverage Form, all recoveries, less the actual cost to us of recovery, will be distributed first to us for all amounts paid by us under this Coverage Form, and then to you to the extent there are any remaining monies from such recoveries.

V. SEVERABILITY, CONSTRUCTION, AND CONFORMANCE TO STATUTE

1. If any provision contained in this Coverage Form is, for any reason, held to be invalid, illegal, or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this Coverage Form.
2. If any provision contained in this Coverage Form is, for any reason, held to be invalid, illegal, or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent of compatible with applicable law.
3. Any provisions of this Coverage Form which are in conflict with the statutes or regulations of the state or country wherein the policy is issued are hereby amended to conform to such statutes or regulations.

W. SOLE AGENT

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

X. TERRITORY

This Policy applies to **Covered Events** occurring anywhere within the Territory shown in the declarations unless specifically limited by endorsement or restricted by law.

Y. 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.

Z. TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US

You must transfer to us all your rights of recovery against any person or organization for any **Covered Loss** you sustained and for which we have paid or settled. You and each **Covered Person** also must do everything necessary to secure those rights and do nothing after a **Covered Loss** to impair them.

AA. UNINTENTIONAL ERRORS OR OMISSIONS

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

BB. WHEN WE DO NOT RENEW

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

CC. WHEN YOUR COVERAGE BEGINS

Your coverage under this Coverage Form 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 Coverage Form replaces other coverage that ends on the same day this policy begins, this policy will not take effect until the other coverage ends.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 001 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

BROAD NAMED INSURED

This endorsement modifies coverage under the following:

INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

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

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

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 002 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

**GPS GLOBAL PROGRAM SOLUTIONS ENDORSEMENT
(Non-Admitted Coverage), LD-34280a (01/16)**

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.

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

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 003 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy is amended as follows:

FOREIGN ENTITY LOSS PROVISIONS

A. Insuring Agreement

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

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

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

B. Who Is An Insured

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

C. Defense and Supplementary Payments

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

D. Limits of Insurance

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

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

E. Additional Conditions

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

1. Claims Made/Reported Coverage (if applicable)

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

2. Additional Duties Of The “First Named Insured”

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

3. Payment As Discharge Of Liability

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

4. Truthfulness and Accuracy of Information

When this endorsement applies:

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

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

F. Additional Definitions

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

1. “Allocated loss adjustment expense” means any:

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

However, “allocated loss adjustment expense” does not include:

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

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

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 004 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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 \$5,000 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 005 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s) (Vendor) |
| Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. |
| Your Products |
| All of "Your Products" |

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 006 |
| Policy Symbol PHF | Policy Number DO1602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation of any nature whatsoever caused by, arising out of, related to, or resulting from, directly or indirectly, in whole or in part, any “communicable disease”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a “communicable disease”;
- b. Testing for a “communicable disease”;
- c. Failure to prevent the spread of a “communicable disease”; or
- d. Failure to report a “communicable disease” to authorities.

“Communicable disease” means any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or is capable of inducing physical distress, illness or disease.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

CRISIS ASSISTANCE EXPENSES ENDORSEMENT

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 007 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

SCHEDULE

| |
|---|
| Limits of Insurance: |
| Crisis Assistance Expenses Aggregate Limit: \$50,000 |

It is agreed that:

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

CRISIS ASSISTANCE EXPENSES

1. Insuring Agreement

a. Payment

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

b. How This Insurance Applies

- (1) This insurance applies only if:
 - (a) Such “crisis event” is first reported to us by the insured in writing during the policy period; and
 - (b) Such “crisis assistance expenses” are directly related to the “crisis event”.
- (2) A “crisis event” will be deemed to first commence when a “key executive” first becomes aware of such “crisis event”.
- (3) A “crisis event” will be deemed to end at the earliest of the following times:
 - (a) 180 days after the notice of such “crisis event” was given to us; or

(b) When the Crisis Assistance Expenses Aggregate Limit shown in the Schedule above has been used up.

(4) All reports in connection with the same “crisis event” will be deemed to have been made at the time the first of those reports is made to us by any insured in writing.

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

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

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

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

1. Duties in the Event of a Crisis Event

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

To the extent possible, notice should include:

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

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

2. No Benefit to Others

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

3. Reduction of Expenses

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

EXCLUSION - ABUSE OR MOLESTATION

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 008 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

It is agreed that the following exclusion is added to the policy:

Abuse or Molestation

With respect to all coverages under this policy, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- a.** Actual, alleged or threatened abuse or molestation by anyone of any person; or
- b. (1)** Employment, investigation, retention or supervision; or
(2) Reporting to or failure to report to the proper authorities;
of any person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph **a.** above.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 009 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

EXCLUSION - EMPLOYMENT RELATED PRACTICES

This endorsement modifies coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

A. 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” to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in sub-paragraphs **(1)(a), (b),** or **(c)** above is directed.

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.

B. 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:

“Personal and advertising injury” to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in subparagraphs **(1) (a), (b), or (c)** above is directed.

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.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 010 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 011 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

EXCLUSION – PROFESSIONAL SERVICES (BROAD FORM)

This endorsement modifies coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

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

This insurance does not apply to:

- **Professional Services**

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

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

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

(10) Services in the practice of pharmacy.

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

This insurance does not apply to:

- **Professional Services**

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

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

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 012 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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:

- 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.”

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

p. War or Terrorism

“Personal and advertising injury” arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

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

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

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

This insurance does not apply to:

War or Terrorism

Any "claim" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

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

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

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

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

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

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

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

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 013 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 014 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.

PRODUCT WITHDRAWAL EXPENSES ENDORSEMENT

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 015 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

SCHEDULE

| |
|---|
| Limits of Insurance: |
| Product Withdrawal Expenses Aggregate Limit: \$50,000 |

It is agreed that:

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

PRODUCT WITHDRAWAL EXPENSES

1. Insuring Agreement

a. Reimbursement

- (1) We will reimburse the insured for reasonable and necessary “product withdrawal expenses” paid or incurred by such insured solely because an “insured product” has a “defect”.
- (2) The amount we will reimburse under subparagraph **a.(1)** is limited as described in **SECTION III – LIMITS OF INSURANCE** below.
- (3) We have no duty to investigate, defend or settle any claim, “suit” or other demand of any nature against any insured or any other person or organization.
- (4) Our obligations hereunder end when we have used up the applicable Limit of Insurance.
- (5) No other obligation or liability to reimburse sums or perform acts or services is covered.

b. How This Insurance Applies

- (1) This insurance applies only if:
 - (a) Such “defect” is first reported to us by an insured in writing during the policy period;
 - (b) Such expenses are directly related to such “defect”; and
 - (c) Coverage for the “insured product” is included in the “products-completed operations hazard”.
- (2) All reports in connection with the same “defect” will be deemed to have been made at the time the first of those reports is made to us by any insured in writing.

2. Exclusions for Product Withdrawal Expenses

This insurance does not apply to:

a. Banned Materials

Any “product withdrawal expenses” in connection with goods or products that have been distributed after any governmental organization has banned such goods or products (or any container, ingredient or part thereof) or declared them unsafe.

b. Deterioration

Any “product withdrawal expenses” in connection with:

- (1) Expiration of normal shelf life;
 - (2) Normal perishability; or
 - (3) Normal deterioration or decomposition;
- of goods or products.

c. Kindred Goods or Products

Any “product withdrawal expenses” in connection with goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a “defect”, even if such “insured product” from another lot or batch of kindred goods or products have been determined to have “defects”.

d. Known Defects

Any “product withdrawal expenses” in connection with any “insured product” which has a “defect” if such “defect” was known, or should have been known, by any insured prior to the:

- (1) Effective date of this insurance; or
- (2) Delivery of such “insured product” by any insured or any person or organization acting on any insured’s behalf.

e. Prior Goods or Products of Acquired or Formed Organizations

Any “product withdrawal expenses” in connection with any goods or products manufactured, sold, handled or distributed by an organization any insured acquires or forms at any time, if such goods or products were manufactured, sold, handled or distributed before such insured acquired or formed such organization.

f. Waste Sites

Any “product withdrawal expenses” in connection with goods or products located at any premises, site or location which is or was at any time used for the handling, storage, disposal, processing or treatment of waste.

g. Willful Violation of Law

Any “product withdrawal expenses” in connection with any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.

h. Excluded under Coverage A – Bodily Injury or Property Damage by Endorsement

Any “product withdrawal expenses” in connection with any recall of any specified products for which “bodily injury” or “property damage” is excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** by endorsement.

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

The Product Withdrawal Expenses Aggregate Limit shown in the Schedule above is the most we will reimburse for all “product withdrawal expenses” arising out of all “defects”.

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

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

1. Abandonment

There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

2. Duties in the Event of a Defect

- a. The insured must give us immediate written notice upon discovery, or upon notification by a governmental organization, that an “insured product” has a “defect” which makes it necessary to regain control over any “covered products”.
- b. All insureds must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of any:
 - (1) “Covered products” which are known or suspected to have a “defect”; and
 - (2) Kindred goods or products until it is determined that those goods or products do not have “defects”.
- c. As often as we reasonably require, any insured must:
 - (1) Permit us to inspect and make copies of records which support all “product withdrawal expenses” claimed;
 - (2) Cooperate with us in the investigation or settlement of any claim; and
 - (3) Permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including any insured’s books and records. In the event of an examination, answers of the person we examine must be signed.
- d. Within ninety (90) days after any insured’s report of a “defect” to us, such insured must see to it that we are sent a sworn written statement containing the following information:
 - (1) Copy of any written notification from a governmental organization directing that control be regained over “covered products”;
 - (2) Documentation that supports your decision to regain control over any goods or “covered products”;
 - (3) A complete description and proof of the “defect”, including its cause;
 - (4) A listing that identifies the applicable “covered products”, including batch or lot numbers, serial numbers and dates of manufacture; and
 - (5) An itemized estimate of the “product withdrawal expenses”.

3. Loss Determination

- a. In making any loss determination under this insurance we will utilize relevant sources of information, including:
 - (1) Financial records and accounting procedures; and
 - (2) Bills, invoices and other vouchers.
- b. The amount of loss will be determined based on:
 - (1) “Product withdrawal expenses” which exceed normal operating expenses; and
 - (2) Other necessary expenses which reduce “product withdrawal expenses” that otherwise would have been incurred.
- c. We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over “covered products”.

4. Loss Payment

We will reimburse the insured for covered “product withdrawal expenses” within thirty (30) days after we receive the sworn written statement, as described under the condition titled Duties In The Event Of A Defect, if all insureds have complied with all of the terms of this insurance, and we have reached an agreement on the amount of loss.

5. No Benefit to Others

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

6. Other Insurance

If any insured has “other insurance” covering loss which is also covered by this insurance, we will only reimburse the insured, or will pay for the amount of loss, to which this insurance applies, in excess of the amount due from that “other insurance”, whether collectible or not.

This provision does not apply to insurance negotiated specifically to apply in excess of this insurance.

7. Reduction of Expenses

All insureds must take all reasonable steps to minimize “product withdrawal expenses”.

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

1. “Covered product” means any:

- a. “Insured product”; or
- b. Goods or products which incorporate an “insured product” as a container, part or ingredient and from which the “insured product” cannot practically be removed;

which are in the possession of a person or organization, other than an insured, at the time the insured discovers a “defect” to which this insurance applies.

2. “Defect” means an actual harmful condition which:

- a. Is not intended by any insured;
- b. A reasonable person in the circumstances of the insured would not expect;
- c. Arises out of the conduct of any insured, or person or organization acting on behalf of any insured; and
- d. Causes, or presents a substantial likelihood of causing, “injury”.

“Defect” does not include any actual, alleged or threatened condition arising out of malicious:

- a) Alteration; or
 - b) Contamination;
- of goods or products.

3. “Injury” means:

- a. Serious physical:
 - (1) Injury;
 - (2) Sickness; or
 - (3) Disease;sustained by a person; or
- b. Substantial physical injury to tangible property.

“Injury” does not include physical injury to any:

- a) “Insured product”; or
 - b) Property owned by any insured.
4. “Insured product” means:
- a. Goods or products (other than real property) manufactured, sold, handled or distributed by:
 - (1) Any insured; or
 - (2) Others trading under any insured’s name; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
5. “Other insurance” means a policy of insurance or any type of self-insurance or other mechanism by which an insured arranges for funding of loss.
6. “Product withdrawal expenses” means that part of the following expenses which are devoted exclusively to regaining control over “covered products”:
- a. Broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
 - b. Transportation and storage of “covered products” or replacements thereof; or
 - c. Destruction and disposal of “covered products”;
- including, but solely in connection with the foregoing:
- d. Overtime remuneration, transportation and accommodation of the insured’s regular “employees”; and
 - e. Procurement, remuneration, transportation and accommodation of persons other than the insured’s regular “employees”.
- “Product withdrawal expenses” does not include any:
- a) Cost or expense to correct any “defect”;
 - b) Cost or expense of inspecting, adjusting or repairing any “covered product” or any other property;
 - c) Cost or expense of removing any “insured product” from any “covered products” or from any other property;
 - d) Cost of the product, replacements thereof or of any other property;
 - e) Refund to any person or organization, including any cost or expense in connection with such refund; or
 - f) Cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 016 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 017 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

EXCLUSION – WAR OR TERRORISM

This endorsement modifies coverage under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

It is agreed that:

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

12. War or Terrorism

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

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

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

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

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

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

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

- a. Use or threat of force or violence; or

- b.** Commission or threat of a dangerous act; or
 - c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or
 - d.** Use, release or escape 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 018 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 019 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 020 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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 ACCEL | | | Endorsement Number 021 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

LIMITATION - FLIGHT CONCENTRATION ENDORSEMENT

This endorsement modifies insurance under the following:

**EMPLOYERS RESPONSIBILITY COVERAGES
EMPLOYERS RESPONSIBILITY COVERAGES WITH EXECUTIVE ASSISTANCE®**

It is agreed that:

1. The following definition is added to **DEFINITIONS – ALL COVERAGES**:

- **Flight concentration**

means any group of six (6) or more individuals traveling on the same aircraft, at the same time. Aircraft includes all manner of aerostats (lighter than air vehicles or crafts capable of flight) or aerodynes (heavier than air vehicles or crafts capable of flight).

2. The following condition is added to **CONDITIONS – ALL COVERAGES**:

- **“Flight Concentration” Notice to Company Required**

You must notify us in writing as soon as practicable, but in no event less than thirty (30) days before take-off, of any aircraft flight that constitutes a “flight concentration” involving persons otherwise covered by this Coverage Form.

We have the right to review any “flight concentration” to determine whether to provide coverage for the same. If we offer coverage for a specific “flight concentration”, we may charge such additional premium as we, in our sole and absolute discretion, deem applicable and necessary. Your timely payment of such additional premium is a condition precedent to coverage for such specific “flight concentration”.

If:

1. You do not timely notify us of a specific “flight concentration”, or
2. We reject providing coverage hereunder for a specific “flight concentration”,

we will provide coverage for such “flight concentration” for up to six (6) persons otherwise covered hereunder, according to the order of their or your submission of claims. No coverage shall exist under this Coverage Form for more than six (6) such persons involved in such “flight concentration”.

Nothing contained in this provision shall affect or increase the benefits or limits of liability applicable to any claim under this Coverage Form.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number O22 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

**TEMPORARY TRAVEL – 24 HOUR COVERAGE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EMPLOYERS RESPONSIBILITY COVERAGES

Solely in regards to “North Americans” and “Third Country Nationals” “employees” that are covered under this coverage part and engaged in “temporary travel” while traveling in relation to your business within the “coverage territory”, it is agreed that:

- I. The first section under **VOLUNTARY COMPENSATION COVERAGE** is deleted and replaced with the following:

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”. 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.”

“North Americans” and “Third Country Nationals” “employees” engaged in “temporary travel”, are covered on a 24 hour basis while traveling:

1. outside of the country of their workplace; and
2. such “temporary travel” was scheduled to last no more than a total of 180 days within the past 365 days; and

3. on business travel for the named insured; and
4. in the course of the named insured's business or while on "Sojourn."

II. For the purpose of this endorsement, the following definitions apply:

- **Sojourn**

means personal trips taken by the "employees" on vacation days, personal days, holidays, weekend days, or business days:

1. while on the business of the named insured; and
2. within the coverage territory; and
3. not exceeding a total of fourteen days; and
4. not a result of the one or more of the following activities:
 - a. motorcycling driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing, bungee-cord jumping, parachuting, skydiving, parasailing, ziplining, cave tubing, or hang-gliding;
 - b. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle;
 - c. piloting or serving as crewmember in any aircraft.

- **Temporary Travel**

means that:

1. 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" in relation to your business outside of the country of their workplace.
2. For "employees" of your workplaces located outside the United States of America (including its territories and possessions), and Puerto Rico, 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" in relation to your business in the United States of America (including its territories and possessions), and Puerto Rico.
3. 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" in relation to 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.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 023 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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
3. where indicated by a in the Schedule of Excluded Countries and Jurisdictions below.

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.

SCHEDULE OF EXCLUDED COUNTRIES AND JURISDICTIONS

| | | | | | |
|---|--|--|---|---|---|
| <input checked="" type="checkbox"/> Afghanistan | <input checked="" type="checkbox"/> Central African Republic | <input type="checkbox"/> Haiti | <input type="checkbox"/> Kyrgyz Republic | <input type="checkbox"/> Northern Ireland | <input checked="" type="checkbox"/> Syria |
| <input type="checkbox"/> Algeria | <input type="checkbox"/> Colombia | <input type="checkbox"/> India | <input checked="" type="checkbox"/> Lebanon | <input type="checkbox"/> Pakistan | <input type="checkbox"/> Turkey |
| <input type="checkbox"/> Angola | <input type="checkbox"/> Cote d'Ivoire | <input type="checkbox"/> Indonesia | <input type="checkbox"/> Liberia | <input type="checkbox"/> Peru | <input type="checkbox"/> Uganda |
| <input type="checkbox"/> Bahrain | <input type="checkbox"/> Cuba | <input type="checkbox"/> Iran | <input checked="" type="checkbox"/> Libya | <input checked="" type="checkbox"/> Puerto Rico | <input type="checkbox"/> Venezuela |
| <input type="checkbox"/> Bosnia & Herzegovina | <input type="checkbox"/> Democratic Republic of Congo | <input checked="" type="checkbox"/> Iraq | <input checked="" type="checkbox"/> Mali | <input type="checkbox"/> Sierra Leone | <input type="checkbox"/> West Bank and Gaza |
| <input type="checkbox"/> Burundi | <input type="checkbox"/> Egypt | <input type="checkbox"/> Israel | <input type="checkbox"/> Niger | <input checked="" type="checkbox"/> Somalia | <input checked="" type="checkbox"/> Yemen |
| <input type="checkbox"/> Cambodia | <input checked="" type="checkbox"/> Ethiopia | <input type="checkbox"/> Kosovo | <input checked="" type="checkbox"/> Nigeria | <input checked="" type="checkbox"/> South Sudan | <input type="checkbox"/> Zimbabwe |
| <input type="checkbox"/> Canada | <input type="checkbox"/> Guinea-Bissau | <input type="checkbox"/> Kuwait | <input checked="" type="checkbox"/> North Korea | <input checked="" type="checkbox"/> Sudan | |
| <input checked="" type="checkbox"/> Other(s): Belarus, Myanmar (Burma), Russia, Ukraine | | | | | |

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 024 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

AMENDMENT - COVERAGE TERRITORY FOR CORPORATE KIDNAP AND EXTORTION COVERAGE DECLARATIONS

This endorsement modifies coverage provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE DECLARATIONS

The CORPORATE KIDNAP AND EXTORTION COVERAGES DECLARATIONS is amended in part as follows:

The Coverage Territory for CORPORATE KIDNAP AND EXTORTION COVERAGES DECLARATIONS means:

Territory:

Worldwide but excluding the following countries: Afghanistan, Algeria, Angola, Belarus, Benin, Brazil, Burkina Faso, Cameroon, Central African Republic, Chad, Chechnya, Colombia, Congo-West (Brassaville, Africa; Republic of Congo), Crimea, Cuba, Democratic Republic of Congo, Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of the Ukraine, East Timor, Egypt, Georgia, Haiti, Indonesia, Iran, Iraq, Ivory Coast, Kazakhstan, Kyrgyzstan, Lebanon, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Niger, Nigeria, North Korea, Pakistan, Peru, Philippines, Russia, Saudi Arabia, Sierra Leone, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Togo, Trinidad & Tobago, Ukraine, Venezuela, Yemen, Zimbabwe, or any other country prohibited by law.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 025 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM,
KIDNAP AND EXTORTION COVERAGE**

This endorsement modifies insurance provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

A. Cap On Certified Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 026 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

In consideration of the premium charged, it is agreed that:

(1) Section III. Definitions is amended as follows:

A. The following definitions are added:

Computer Malicious Act means any malicious act committed against your **Computer System**, or malicious access to or hacking of your **Computer System**, for the purpose of creating, deleting, taking, collecting, altering or destroying your **Data** or services. **Computer Malicious Act** includes the introduction of any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, including a dedicated denial of service attack, or in any other way corrupt the operation of your **Computer System** or **Data** or software within, including, but not limited to malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, mobile phones, tablets or any other similar device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means any corporate or personal information, or any other information, in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the **Named Insured**. However, **Data** shall not include any **Proprietary Information** belonging solely to the **Named Insured**.

B. The definition of **Covered Event** is amended to include the following at the end thereof:

Covered Event shall not include any events related directly or indirectly to a **Computer Malicious Act**, or the loss of, disclosure of, destruction of, taking of, inability to access compromise, manipulation of or entry to a **Computer System** or **Data**.

C. The definition of **Extortion** is deleted and replaced with the following: **Extortion** means a threat or series of threats to **Kidnap**, cause **Bodily Injury**, **Property Damage**, or **Product Adulteration**, or to use your **Proprietary Information**, or otherwise blackmail, you or a **Covered Person(s)**, for the purpose of demanding **Extortion/Ransom Monies** as a condition not to carry out such threat. **Extortion** shall not include any threats or series of threats or actions which originate from or are in any way connected with a **Computer Malicious Act** performed or threatened to be performed against your **Computer System**.

D. The definition of **Property** is amended to include the following at the end thereof:

Property shall not include any **Data** or **Computer System**.

E. The definition of **Property Damage** is deleted and replaced with the following:

Property Damage means physical loss of or damage to tangible **Property**. **Property Damage** shall not include the compromise, corruption, modification, deletion, destruction, disclosure or any other type of loss to **Data** or to a **Computer System**.

F. The definition of **Proprietary Information** is deleted and replaced with the following:

Proprietary Information means any information which solely belongs to the **Named Insured** and which is maintained as a trade secret and includes methods, processes, devices and techniques particular to the conduct of the **Named Insured's** business. **Proprietary Information** shall not include any similar or equivalent information that does not solely belong to the **Named Insured**. **Proprietary Information** shall also not include any **Data**.

(2) Section IV. Exclusions, is amended to include the following at the end thereof:

F. costs or other expenses incurred to replace, restore, recreate, re-collect or recover **Data**;

G. costs or expenses incurred to identify or remediate any applications, hardware or software , or costs to update, replace, restore, upgrade, maintain, or improve a **Computer System**;

H. cost or expenses of any independent forensic analysts or network security consultants engaged to investigate, assess, reverse, stop, mitigate or remediate any actual, suspected or alleged **Extortion** resulting directly or indirectly from a **Computer Malicious Act**.

I. any **suit**, lawsuit, legal action, arbitration, mediation or similar actions, or demands for compensation, damages, indemnity or legal fees or costs related directly or indirectly to:

1. any loss, inability to access, compromise, use or disclosure of **Data**; or

2. damage, compromise, inability to access, entry to or loss of a **Computer System**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy remain unchanged.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 027 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Terrorism Risk Insurance Act premium: \$0.

Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | Endorsement Number 028 | |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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:

COVERAGE TERRITORY FOR LIABILITY COVERAGES

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

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

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.

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|---|--------------------------------|---|---|
| Named Insured ACCEL | | | Endorsement Number 029 |
| Policy Symbol PHF | Policy Number D01602512 002 | Policy Period October 13, 2024 to July 1, 2025 | Effective Date of Endorsement October 13, 2024 |
| 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 Chubb affiliate or (ii) a member of Chubb’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 |
|------|

All other terms and conditions of the policy remain unchanged.



Chubb Privacy Statement

The Chubb Companies strongly believes in maintaining the privacy of information we collect about individuals. We want you to understand how and why we use and disclose the collected information. The following provides details of our practices and procedures for protecting the security of nonpublic personal information that we have collected about individuals. This privacy statement applies to policies underwritten by the Chubb group member companies listed below.

INFORMATION WE COLLECT

The information we collect will vary depending on the type of product or service individuals seek or purchase, and may include:

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

INFORMATION WE DISCLOSE

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

We may disclose any of the information that we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

THE RIGHT TO VERIFY THE ACCURACY OF INFORMATION WE COLLECT

Keeping information accurate and up to date is important to us. Individuals may see and correct their personal information that we collect except for information relating to a claim or a criminal or civil proceeding.

CONFIDENTIALITY AND SECURITY

We restrict access to personal information to our employees, our affiliates' employees, or others who need to know that information to service the account or in the course of conducting our normal business operations. We maintain physical, electronic, and procedural safeguards to protect personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect privacy, please write to us at Chubb Customer Services, P.O. Box 1000, 436 Walnut Street, WA04F, Philadelphia, PA 19106. Please include the policy number on any correspondence with us.

ACE American Insurance Company
ACE Fire Underwriters Insurance Company
ACE Insurance Company of the Midwest
ACE Property and Casualty Insurance Company
Atlantic Employers Insurance Company
Bankers Standard Fire and Marine Company
Bankers Standard Insurance Company

Century Indemnity Company
Illinois Union Insurance Company
Indemnity Insurance Company of North America
Insurance Company of North America
Pacific Employers Insurance Company
Westchester Fire Insurance Company
Westchester Surplus Lines Insurance Company
ESIS, Inc.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.



PREMIUM COLLECTION POLICY

Dear Chubb Global Casualty Producer:

Producers are expected to bill clients based on Chubb's binder for New Business and automatically for Renewals. PREMIUM IS DUE TO CHUBB 30 DAYS AFTER INVOICE DATE.

A premium statement will be sent to your accounting department the 20th day of every month. Please keep Chubb abreast of any address changes to prevent unnecessary cancellation activity.

Manual bills may accompany policy documents in special instances. Please review the manual invoices carefully and remit premium payments in accordance with the due dates noted.

Chubb will send you a 5 day notice of cancellation upon notification of non-payment by our accounting department. Immediate payment is required for reinstatement.

HOW TO PAY YOUR CLIENT'S PREMIUM THAT IS BILLED TO YOU

SEND CHECKS THROUGH REGULAR MAIL

PAYABLE TO:

CHUBB
DEPT CH 10678
PALATINE, IL 60055-0678

OVERNIGHT MAIL

PAYABLE TO:

Chubb
ACE American Insurance Company
5505 N. CUMBERLAND AVE
SUITE 307
CHICAGO, IL 60656-1471
ATTN: BOX #10678

OUR ACCOUNTING DEPARTMENT IS LOCATED IN WILMINGTON, DELAWARE.
FOR ANY QUESTIONS REGARDING YOUR PREMIUM STATEMENT,
PLEASE CALL OUR CUSTOMER SERVICE DESK AT 1.800.323.6129.

WIRE INSTRUCTIONS PROVIDED BELOW:

MELLON BANK WEST, NA
3 MELLON BANK CENTER
PITTSBURGH, PA 15259

ABA: 043000261
ACCOUNT: 093-8373



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.



HOW TO REPORT YOUR CLAIMS

In the event of a claim, suit or loss under your Policy, contact your agent or broker. To report a claim, occurrence, accident, suit, loss or injury to us, in accordance with and as provided in the respective coverage parts of your Policy, please use any of the following methods, and please provide the information listed below, as well as any information your Policy requires:

EMAIL:

ChubbClaimsFirstNotice@chubb.com

(This e-mail address is to be used for new claim reporting only.)

FAX:

(877) 395-0131 (Toll Free)

(302) 476-7254 (Local)

PHONE:

(800) 433-0385 (Business Hours)

(800) 523-9254 (After Hours)

MAIL:

Chubb North American Claims

P.O. Box 5122

Scranton, PA 18505-0554

Please be sure to include the following information, in addition to any specific information required by the applicable coverage part:

- Policy Holder Name
- Policy Number
- Type of loss
- Date of Event
- Description of loss
- Insured contact name and details (phone, e-mail, etc.)
- Third Party contact name and details (phone, e-mail, etc.)
- Any other pertinent information available

If your policy includes Executive Assistance® Services the following information pertains:

KEY CONTACT NUMBERS FOR EMERGENCY SERVICES

24 Hour Emergency Response Executive Assistance® Services

Emergency Medical, Personal, Travel Assistance, Emergency Political Evacuation and Concierge Services. **Calling the numbers below will provide the caller access to the Executive Assistance Services. Calling the following numbers does not constitute the report of a claim, occurrence, accident, suit, loss or injury, as provided for in the respective coverage parts of your Policy. To report a claim, occurrence, accident, suit, loss or injury to us, you must follow one of the methods set out above.**

Call to speak to a travel assistance operator:

Executive Assistance Toll Free: +1 855-327-1431

Where Toll Free or Collect Calls are not available: +1 630-694-9783

What to do in a Kidnap and Extortion Crisis

In the event of a crisis incident that may be covered under the terms of the policy, The Ackerman Group, LLC should be the first point of contact:

PHONE NUMBER(S): + 1 305 865 0072

The Ackerman Group is staffed every hour of the day and can advise, assist or respond, depending on the situation/incident.

Notification to The Ackerman Group is independent of, and does not supersede, policy requirements of notice to the Company.

The Ackerman Group Response Process

Before A Crisis

- Establish a Crisis Management Team.
- Create a communication plan so field managers know who to contact in the event of an emergency.

Initial Call

- The Crisis Management Team calls The Ackerman Group at any hour of the day or night.
- Identify the company as a Chubb insured.
- Provide contact details. The Ackerman Group representative will participate in the initial team meeting by speakerphone.

Strategy

- The Ackerman Group representative will immediately deploy and spearhead the recovery effort; however, all significant decisions will be referred to your Crisis Management Team.
- The Ackerman Group can handle all aspect of a hostage recovery, including negotiations, liaison with law enforcement agencies, conversion and protection of ransom funds, and even delivery of ransom funds.

In the event of an incident that may be covered under this policy, whether or not The Ackerman Group has been contacted, one of the following Company representatives must be notified (in order of preference) in accordance with the terms of the notice requirements of the policy:

COMPANY NOTIFICATION

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

Chubb North America Claims: PO Box 5122, Scranton, PA 18505-0554

EMAIL: ACEClaimsFirstNotice@Chubb.com

(This e-mail address is to be used for new claim reporting only.)

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| COMPANY NAME: ACE American Insurance Company |
| NAMED INSURED: ACCEL |
| POLICY NUMBER: PHFD01602512 002 DECLARATIONS EFFECTIVE: October 13, 2024 |

This policy consists of the Declarations pages and the following forms and endorsements attached to this policy at inception:

| | | |
|-----------|---------|--|
| IT7000a | 09/23 | International Advantage® Commercial Insurance Policy |
| IT7001 | 08-2010 | General Declarations |
| IT7003 | 04-2015 | Liability Coverages Declarations |
| IT1X70 | 04-2015 | Employers Responsibility Coverages Declarations |
| IT7009 | 11-2010 | Accidental Death and Dismemberment and Medical Expense Declarations |
| IT7006a | 12-2017 | Corporate Kidnap And Extortion Declarations |
| IT7029 | 04-2010 | Common Policy Conditions |
| IT7025 | 07-2014 | Commercial General Liability Coverage Form |
| IT7026 | 11-2012 | Employee Benefits Liability Coverage Form Endorsement |
| IT7027 | 08-2013 | Contingent Auto Liability Coverage Form |
| IT1084 | 09-2008 | Employers Responsibility Coverages with Executive Assistance |
| IT7033 | 05-2011 | Accidental Death and Dismemberment and Medical Expense Coverage Form |
| IT7037 | 07-2012 | Corporate Kidnap and Extortion Coverage Form |
| IT7101 | 09-2011 | Broad Named Insured |
| IT7325b | 01-2016 | GPS Global Program Solutions Endorsement (Non-Admitted Coverage), LD-34280a (01/16) |
| LD-34280a | 01-2016 | GPS Global Program Solutions Endorsement (Non-Admitted Coverage) |
| IT7955 | 03-2014 | Minimum Earned Premium Endorsement |
| IT7200 | 12-2011 | Additional Insured - Vendors |
| IT7864 | 04-2020 | Communicable Disease Exclusion |
| IT7852 | 05-2018 | Crisis Assistance Expenses Endorsement |
| IT7856 | 07-2018 | Exclusion - Abuse Or Molestation |
| IT7742 | 08-2010 | Exclusion - Employment Related Practices |
| IT7318 | 03-2011 | Exclusion - Injury to Participants |
| IT7848 | 02-2011 | Exclusion - Professional Services (Broad Form) |
| IT7828 | 08-2010 | Exclusion - War or Terrorism |
| IT7377a | 04-2016 | Limited Electronic Data Loss Coverage – Access, Collection, Release, Disclosure, Limited Bodily Injury And Property Damage Separate Occurrence And Aggregate Limit |
| IT7463 | 12-2011 | Pollution Exclusion - Named Peril Exception |
| IT7853 | 06-2018 | Product Withdrawal Expenses Endorsement |

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|---------|-----------|---|
| IT7504 | 03-2007 | Auto Medical Payments Coverage |
| IT7829 | 03-2007 | Exclusion - War or Terrorism |
| IT7508 | 12-2011 | Fellow Employee Coverage |
| IT7510 | 11-2012 | Hired Auto Physical Damage Coverage Endorsement |
| IT1490 | 11-2004 | Amendment - Voluntary Compensation Coverage Endorsement |
| IT1605 | 10-2009 | Limitation - Flight Concentration Endorsement |
| IT7048 | 11-2017 | Temporary Travel – 24 Hour Coverage Endorsement |
| IT1228b | 12-2015-1 | War Coverage |
| IT7650 | 12-2017 | Amendment - Coverage Territory For Corporate Kidnap And Extortion Coverage Declarations |
| IT7542b | 01-2015 | Cap On Losses From Certified Acts Of Terrorism, Kidnap And Extortion Coverage |
| IT7655 | 03-2018 | Cyber Exclusion |
| IT7537 | 01-2015 | Disclosure Pursuant To Terrorism Risk Insurance Act |
| IT7142 | 04-2015 | Coverage Territory Endorsement |
| IT7109b | 12-2015 | Local Insurer Financial Impairment Collectability Endorsement |

The Declarations pages and the Coverage Forms and endorsements listed above and attached, complete the above numbered policy.