



To whom it may concern at University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest,

Thank you for selecting the Multinational group at Everest Insurance as your International insurance carrier. We are excited to welcome you to the Everest family and look forward to working with you. Rest assured that we stand at the ready to provide a customer focused, solutions oriented, approach to servicing your account.

Enclosed you will find a copy of your policy for your review. Please do not hesitate to contact the Everest Insurance Multinational group with any questions or concerns. Again, thank you for your business and the trust you place in us.

Sincerely,

Monika Sokolowski

Manager – Multinational

Everest Insurance ®


461 Fifth Avenue, 5th Floor | New York, NY 10017-6234

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Everest Insurance ® markets property, casualty, specialty and other lines of admitted and non-admitted direct insurance on behalf of Everest Re Group, Ltd., and its affiliated companies.

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest	EFFECTIVE DATE 07/01/2019	POLICY NUMBER MN4ML00178-191
IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE.		COUNTERSIGNED BY: <div style="text-align: center;">  <hr style="width: 100%;"/> </div> <div style="text-align: center;">AUTHORIZED REPRESENTATIVE</div>

THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION.

Common Forms

EMNL 01 007 02 16	Schedule of Forms and Endorsements
EMNL 01 001 11 17	International Common Policy Provisions and Definitions
EMNL 01 010 11 16	Amendment – Waiver Of Rights Of Recovery Against Others Condition
EMNL 01 015 06 17	Broad Form Named Insured
EMNL 01 006 02 16	Rating Schedule Form

International General Liability

EDEC 857 02 16	International General Liability Insurance Declarations
EMNL 00 003 02 16	International General Liability
EMNL 00 004 02 16	Employee Benefit Programs Errors Or Omissions
EMNL 04 005 06 16	In Rem Endorsement
EMNL 04 006 06 16	Incidental Medical Malpractice Coverage Endorsement
EMNL 04 028 05 18	Crisis Protection Coverage Extension Endorsement
EMNL 04 029 05 18	Crisis Protection – Study Abroad Costs Reimbursement
EMNL 21 015 06 16	Professional Liability Exclusion
EMNL 22 001 10 18	Colleges Or Schools
EMNL 24 001 02 16	Deletion Of The Fellow Employee Exclusion
EMNL 24 012 05 18	Amendment – Coverage Territory
ECG 20 001 06 16	Additional Insured – Automatic Status When Required In A Written Agreement With You

International Contingent Auto Liability

EDEC 856 05 18	International Contingent Auto Liability Insurance Declarations
EMNL 00 001 02 16	Contingent Auto Liability Coverage
EMNL 20 005 08 16	Additional Insured – Organizations (Automatic Status When Required In Agreement With You)
EMNL 24 007 06 16	Deletion Of Fellow Employee Exclusion
EMNL 24 013 06 16	Amendment – Coverage Territory

International Voluntary Workers' Compensation and Employers Liability

EDEC 864 02 16	International Workers' Compensation Insurance Declarations
EMNL 00 015 02 16	International Voluntary Workers' Compensation

International Business Travel Accident

EDEC 855 01 16	International Business Travel Accident Insurance Declarations
EMNL 00 002 03 18	Business Travel Accident Coverage Form
EMNL 01 009 09 16	Amendment – Definition of 'Employee'

International Common Policy Provisions And Definitions

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International Common Policy Provisions And Definitions

Words and phrases that appear in quotation marks have special meanings and are defined in the definitions section of this policy.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

I. Common Policy Conditions

A. Examination Of Your Books And Records

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

B. Cancellation

The first named insured may cancel this policy or any of its individual insurance coverages by mailing or delivering to us advance written notice of cancellation stating the effective date.

Except in the case of nonpayment of premium, we may cancel this policy or any of its individual insurance coverages at any time by mailing or delivering to the first named insured a written notice 90 days in advance of the cancellation date.

In the event of nonpayment of premium, we may cancel this policy or any of its individual insurance coverages at any time by mailing or delivering to the first named insured a written notice 20 days in advance of the cancellation date.

We will indicate in our notice of cancellation the date on which coverage is terminated, and will mail or deliver the written notice of cancellation to the first named insured at the first named insured's last known address. If our notice of cancellation is mailed, proof of mailing will be sufficient proof of receipt of such notice by the first named insured.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

C. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made part of this policy.

D. Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

E. Compulsory Admitted Insurance

This insurance is not a substitute for "compulsory admitted" insurance in any jurisdiction, whether or not this insurance would qualify as "compulsory admitted" insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted" insurance.

You alone have the duty under this insurance to arrange for your "compulsory admitted" insurance, whether you insure with us, another insurer that we indicate or any other insurer.

Unless otherwise stated, if you do not arrange for your “compulsory admitted” insurance, we shall only be liable to you to the same extent as if you had arranged for such “compulsory admitted” insurance.

F. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance 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 insurance;
2. The Covered Property or Covered Auto;
3. Your interest in the Covered Property or Covered Auto; or
4. A claim under this insurance.

G. First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

All loss adjustment losses and other payments will, at our option, be coordinated and adjusted with and payable to the first named insured, without regard to the first named insured's obligations to others, including, but not limited to other insureds. We will not be responsible for the proper application of payment we make to the first named insured. If we make payment to any insured other than the first named insured, such payment will be treated as though made to the first named insured. We will also not be liable for loss sustained by one insured to the advantage of any other insured.

H. Inspection And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. 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. We also 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 make insurance inspections, surveys, reports or recommendations.

I. Liberalization

If we revise or replace a Coverage Form that is part of this insurance 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.

J. Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die or in the case of a business enter receivership, bankruptcy or

equivalent proceedings, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

K. When We Do Not Renew

If we decide not to renew this policy or any of its individual insurance coverages, we will mail or deliver the written notice of nonrenewal to the first named insured at the first named insured's last known address not less than 90 days before the expiration date. If our notice of nonrenewal is mailed, proof of mailing will be sufficient proof of receipt of such notice by the first named insured.

L. When Your Coverage Begins

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

II. Common Loss Provisions

A. Advances Or Reimbursements

When we advance or reimburse funds to you or to any other insured for our portion of the costs of investigation (including appraisals of property), defense or settlement, we will do so in accordance with the Loss Provisions of the respective coverage afforded or, if the Loss Provisions of the coverage do not make specific provision for advances, we will advance funds at our option. We will only make advances or reimbursements in a jurisdiction which is mutually acceptable.

B. Control And Cooperation

In all instances where we consult with you or with any other insured about an occurrence, claim or suit to which this insurance applies that arises in a "non-admitted jurisdiction" or anywhere we do not exercise our right to defend a claim or suit, we retain the right to assume control of any investigation, defense, settlement or recovery proceedings. You or any other insured have the duty to cooperate with us in these proceedings.

C. Currency Provision

The Limits Of Insurance and premiums shown in this policy are either United States of America currency, contingent upon country of issuance, unless otherwise stated in the Declarations.

Loss or damage will be paid in the currency shown in Declarations for the applicable Limits Of Insurance.

At our sole option and upon your request, we will make payment for loss or damage in the currency requested. In doing so we will convert the value of the covered loss or damage to the currency requested at the free rate of exchange in effect:

1. On the date of the covered loss or damage for covered loss or damage to other than "money" or "securities"; or
2. The date of the covered loss or damage to "money" or "securities" is discovered.

Business Income or Extra Expense will be converted at the free rate of exchange based on the average of the daily rate of exchange for the period of loss.

Upon converting the currency, we will apply all other terms of this policy to determine the amount of our final obligation, but in no event we will pay more than the Limits Of Insurance shown in the Declarations.

D. Insured's Duties In The Event Of Occurrence, Claim or Suit

In the event of an occurrence, claim or suit, you or any other insured must perform all the duties set forth below:

1. Notify us, or any person or organization authorized by us below to accept such notifications, as to what happened.

You must make this notification as soon as possible after occurrence, claim or suit comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of your headquarters in the "United States" or Canada.

Any other insured must make this notification as soon as possible after the occurrence, claim or suit comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of any other insured's headquarters in the "United States", Canada or elsewhere.

However, if you or any other insured is an individual or a partnership, the notification must be made as soon as possible after the occurrence, claim or suit comes to your attention or a partner's attention.

You or any other insured must make this notification:

- a. To us;
- b. To one of our authorized representatives in the "United States" or Canada;
- c. To another member company of Everest Reinsurance Company; or
- d. To any "authorized correspondent".

For all coverages of this policy, notice of occurrence, claim or suit made to persons or organizations described in paragraph **b.**, **c.** or **d.** above will be deemed to be notice of the occurrence, claim or suit made directly to us under this policy, whether the notice to the persons or organizations described in paragraph **b.**, **c.** or **d.** above is made under this policy or under any "controlled admitted" insurance.

2. Give details, as specified in the Loss Provisions of the respective insurances which comprise this policy.
3. If necessary, contact our Claims Manager at:
Everest National Insurance Company
477 Martinsville Road, P.O. Box 830
Liberty Corner, NJ 07938
FACSMILE: (866) 283-4856
everestnationalnjclaim@everestre.com

E. Joint Duties In A Non-Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

For an occurrence, claim or suit to which this insurance applies that arises in a "non-admitted jurisdiction" or anywhere we do not exercise our right to defend a claim or suit, we will consult with you and with any other insured.

You or any other insured must:

1. Make such investigation, defense or settlement as we deem reasonable;
2. Obtain our approval for any payment;
3. Accept a settlement for loss or, or damage to, your property or property of others in your care, custody or control, or for loss of income you incur resulting from loss of, or damage to property; or
4. Effect approved payments to others.

F. Notice Of Occurrence, Claim Or Suit Under Any Nationalized Insurance Extension

1. The above Insured's Duties In The Event Of Occurrence, Claim Or Suit, or any provision contained in any individual coverage of this policy that amends or replaces any past of such Insured's Duties In The Event Of Occurrence, Claim Or Suit, apply to any insurance we provide under any Nationalized Insurance Extension amendment of this policy, except as set forth in paragraph 2. below.
2. For all coverages of this policy, notice of an occurrence, claim or suit made to any applicable Government controlled insurer or State Fund, whether under any insurance qualifying as "controlled admitted" insurance issued by that Government controlled insurer or State Fund and stated in the Nationalized Insurance Extension amendment of this policy or under this policy, will not be deemed to be notice of the occurrence, claim or suit made to us or any other person or organization authorized by us to accept such notification under this policy.

III. Common Policy Definitions

- A.** "Admitted" means a contract of insurance that is issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located and issued to:
1. You; or
 2. Someone other than you covering your interests.

"Admitted" does not include any contract of insurance specifically obtained to apply in excess of any Limits Of Insurance shown in the Declarations of this policy.

- B.** "Authorized correspondent" means any privately controlled insurer, other than a member company of the Everest Reinsurance Company that we indicate is our correspondent, but only for each specific insurance transaction we authorize.
- C.** "Compulsory admitted" means any "admitted" insurance that is required to be in-force to satisfy the legal requirements of a given jurisdiction, except any such insurance for:
1. Loss of or damage to, your property or property in your care, custody or control;
 2. Loss of income as a consequence of Paragraph 1. above; or
 3. Neighbors and tenants liability.
- D.** "Controlled admitted" means any "admitted" insurance that:
1. We or another member company of Everest Reinsurance Co. issue to you; or
 2. Any "authorized correspondent" issues to you.

"Controlled admitted" also includes "admitted" insurance issued to you that:

- (i) We, another member company of Everest Reinsurance Company or any “authorized correspondent” provide as coinsurer;
 - (ii) Any privately controlled insurer (other than us, another member company of Everest Reinsurance Company or any “authorized correspondent”) provides as coinsurer with us, with another member company of the Everest Reinsurance Company with any “authorized correspondent”; or
 - (iii) Any Government controlled insurer or State Fund provides as coinsurer with us, with another member company of Everest Reinsurance Company or with any “authorized correspondent”.
- E.** “Independently contracted admitted” means any “admitted” insurance:
- 1. Issued by any privately controlled insurer, other than us, another member company of Everest Reinsurance Company or any “authorized correspondent”;
 - 2. Issued by any Government controlled insurer or State Fund, except when such insurance is “controlled admitted” insurance; or
 - 3. That is not otherwise “controlled admitted” insurance.
- F.** “Money” means:
- 1. Currency, coins, bank notes or bullion;
 - 2. Food stamps;
 - 3. Checks or drafts drawn on any account; or
 - 4. Travelers checks, registered checks and money orders, held for sale to the public.
- G.** “Non-admitted jurisdiction” means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investing, settling or defending an occurrence, claim or suit.
- H.** “Other non-admitted” means any contract of insurance that:
- 1. Is issued by a State Fund or an insurer not licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located; and
 - 2. Is issued to you or any other insured; or
 - 3. Is issued to someone (other than you or any other insured) covering your interests.
- “Other non-admitted” does not include:
- a. This contract of insurance; or
 - b. Any contract of insurance specifically obtained to apply in excess of the Limits Of Insurance stated in the Declarations of this policy.
- I.** “Securities” means:
- 1. All negotiable and nonnegotiable instruments or contracts that represent either “money” or other property held by you in any capacity;
 - 2. Revenue and other stamps in current use;
 - 3. Tokens;
 - 4. Tickets; and

5. Property of others that you hold as a pledge or as collateral for a loan.

"Securities" do not mean "money".

- J. "United States" means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and the Commonwealth of Puerto Rico.

"United States" does not include:

1. The Federated States of Micronesia;
2. The Republic of the Marshall Islands; or
3. The Republic of Palau.

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. Law, but is at present a U.S. trust territory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WAIVER OF RIGHTS OF RECOVERY AGAINST OTHERS CONDITION

This endorsement modifies insurance provided under the following:

INTERNATIONAL CONTINGENT AUTO LIABILITY COVERAGE

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION COVERAGE

The following is added:

Where required by a written contract, we waive any right of recovery we may have against another person or organization because of payments we make for injury or damage.

All other terms and conditions of this policy remain unchanged.

BROAD FORM NAMED INSURED

This Endorsement applies to the following forms:

BUSINESS TRAVEL ACCIDENT COVERAGE
CONTINGENT AUTO LIABILITY INSURANCE
GLOBAL COMMERCIAL PROPERTY
GLOBAL COMMERCIAL GENERAL LIABILITY
INTERNATIONAL GENERAL LIABILITY COVERAGE FORM
INTERNATIONAL KIDNAP, RANSOM AND EXTORTION
INTERNATIONAL LIQUOR LIABILITY
INTERNATIONAL PROPERTY INSURANCE BUILDING AND PERSONAL PROPERTY COVERAGE FORM
INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION COVERAGE

Schedule

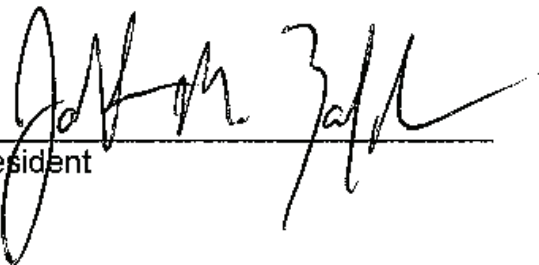
Name of Person(s) Or Organizations:

The Named Insured on the Declarations Page is amended to include the following:

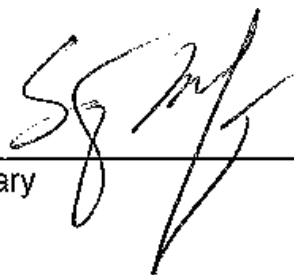
1. The person(s) or organization(s) shown in the Schedule; and
2. Any subsidiary company or corporation, partnership, limited liability company or joint venture:
 - a. In which the person(s) or organization(s) shown in the Schedule owns more than 50% of the interests entitled to vote generally in the election of the governing body of such organization; or
 - b. Over which the person(s) or organization(s) shown in the Schedule exercises management control as evidenced in a written contract.

This policy is signed by officers of the Company shown on the Declaration page of this policy.

For: Everest National Insurance Company



President



Secretary

Policy Number: MN4ML00178-191



EVEREST

Everest National Insurance Company
477 Martinsville Road
P.O. Box 830
Liberty Corners, NJ 07938-0830
1-800-438-4375

**INTERNATIONAL GENERAL
LIABILITY INSURANCE
DECLARATIONS**

NAMED INSURED AND MAILING ADDRESS

PRODUCER NAME AND ADDRESS

University of Oregon and any of its subsidiaries over which
it maintains ownership or majority interest

Marsh USA Inc.

1260 University of Oregon
Eugene, OR 97403

1166 Avenue of the Americas
New York, NY 10036

POLICY PERIOD

From: 07/01/2019

To: 07/01/2022

At 12:01AM Standard Time at the Mailing Address Shown Above

Liability Coverage

Limits of Insurance

Insurance Applies only to those coverage for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated.

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT	\$50,000

EMPLOYEE BENEFITS PROGRAMS ERRORS OR OMISSIONS

EMPLOYEE BENEFITS PROGRAMS ACTS, ERRORS OR OMISSIONS AGGREGATE LIMIT	\$1,000,000
EACH EMPLOYEE LIMIT	\$1,000,000
DEDUCTIBLE	\$1,000
RETROACTIVE DATE	Not Applicable

COVERAGE TERRITORY

Extended International General Liability Coverage Territory

TOTAL PREMIUM**\$6,336.75**By: 

Authorized Representative

International General Liability

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INTERNATIONAL GENERAL LIABILITY

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this policy: Insuring Agreement; Investigation, Defense And Settlements; Advances Or Reimbursements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Provisions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the named insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the named "insured", other persons or organizations may qualify as "insureds". Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this policy.

Words and phrases that appear in quotation marks have special meanings and are defined in the Definitions section of this policy or in the Common Policy Provisions section.

A. Insuring Agreements

The coverages provided below apply pursuant to their terms and conditions, unless:

- i. "underlying insurance", by its terms and conditions, applies, or would have applied but for the exhaustion of its limits of insurance by payments of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) by the "underlying insurer", for a "loss" and then the coverages apply as set forth in Paragraph 4. Excess Provision;
- ii. "underlying insurance", by its terms and conditions, applies, to "loss", but is not valid and collectible and then the coverages apply as set forth in the Collectibility Provision; or
- iii. "underlying insurance", by its terms and conditions, does not apply to "loss" for reasons other than:
 - (a) validity and collectibility; or
 - (b) the exhaustion of its limits of insurance; or
 - (c) failure to maintain "underlying insurance";

and then the coverages apply as set forth in Paragraph 6. Difference In Terms/Conditions Provision.

1. Bodily Injury And Property Damage Liability Coverage

- a. Subject to all of the terms and conditions of this insurance, we will pay damages that the "insured" becomes legally obligated to pay by reason of liability:
 - (1) imposed by law; or
 - (2) assumed in an "insured contract";for "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies.
- b. This coverage applies to "bodily injury" and "property damage" only if:
 - (1) the "bodily injury" or "property damage" occurs during the policy period; and

- (2) prior to the policy period, no "insured" who is an executive "officer", risk manager or general counsel authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such "insured" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. Damages for "bodily injury" include damages claimed by a person or organization for care, loss of services or death resulting at any time from the "bodily injury".
The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this policy.
Our obligations hereunder end when we have used up the applicable Limits Of Insurance.
Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this policy, we have no other obligation or liability to pay sums or perform acts or services under this provision.
- d. "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" who is an executive "officer", risk manager or general counsel 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.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" who is an executive "officer", risk manager, or general counsel authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. **Personal And Advertising Liability Coverage**

Subject to all of the terms and conditions of this insurance, we will pay damages that the "insured" becomes legally obligated to pay by reason of liability imposed by law or assumed in an "insured contract" for "personal and advertising injury" to which this coverage applies.

This coverage applies only to such "personal and advertising injury" caused by an offense that is committed during the policy period.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this provision.

3. **Medical Expenses Coverage**

Subject to all of the terms and conditions of this insurance, we will pay "medical expenses" for "bodily injury" caused by an accident that takes place on premises rented to or owned by you or in connection with your operations, provided that such:

- a. "bodily injury" is not excluded under any section of this policy;
- b. accident occurs during the policy period;
- c. expenses are incurred and reported to us within three (3) years of the date of the accident; and
- d. person who sustained such "bodily injury" submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance. We have no other obligation or liability under this coverage.

4. **Excess Provision**

Subject to all the terms and conditions of this insurance, we will pay that part of "loss" which exceeds the applicable limit of insurance of "underlying insurance", including any deductible, retention or self-insurance applicable to such "underlying insurance", but only to the extent that the Limits Of Insurance of this insurance have not been used up by payments made under such "underlying insurance", including any deductible, retention or self-insurance applicable to such "underlying insurance".

If the applicable limits of insurance of "underlying insurance" are reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) by an "underlying insurer", this insurance will drop down to apply in excess of the remaining amount of the applicable limits of insurance of "underlying insurance".

If the applicable limits of insurance of "underlying insurance" are exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) by an "underlying insurer", this insurance will apply in place of such "underlying insurance".

This provision does not apply to any part of:

- a. "loss" within the limits of insurance of "underlying insurance", regardless of whether or not such "underlying insurance" is available or collectible.
- b. "loss" for which the liability or obligation under "underlying insurance" is by law unlimited, regardless of whether or not such "underlying insurance" is available or collectible.
- c. "loss", unless "underlying insurance" would have applied to such "loss", but for the exhaustion of the limits of insurance of such "underlying insurance" by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).
- d. any costs or expenses related to "loss" as described in subparagraphs a., b. or c. above.

5. **Collectibility Provision**

Subject to all the terms and conditions of this insurance, we will pay "loss" to the extent that such "loss" is payable, but not collectible under the terms and conditions of "underlying insurance".

This Collectibility Provision applies only to the extent that "loss" is not collectible under "underlying insurance" because the insurer of such "underlying insurance" is "financially impaired"

or has not paid within a reasonable period of time from the date of a final judgment or settlement that determines the amount of "loss" the "insured" is legally obligated to pay.

This provision does not apply to "loss" to the extent that "underlying insurance", by its terms and conditions, applies, regardless of whether or not such insurance is available or collectible, any claim by any conservator, liquidator or statutory successor of any insurer of "underlying insurance" or any costs or expenses related to any claim or "loss" described in subparagraphs 4.a. or 4.b. above.

As a condition precedent to the applicability of this Collectibility Provision, you should:

- a. give us written notice as soon as practicable of any "financial impairment" of any insurer of "underlying insurance";
- b. pursue all rights under "underlying insurance" from the insurer;
- c. comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit condition of this policy and submit a sworn statement of "loss" to us, even though you or any other "insured" may have made a similar statement to the applicable insurer; and
- d. cooperate with us to obtain, for our benefit, all of your rights and the rights of the insurer of "underlying insurance" (pursuant to the terms and conditions of such "underlying insurance") and to any and all recoveries or indemnifications from governmental or state entities, including guarantee funds.

You must promptly reimburse us for any payment that we make under this provision, if payment is ultimately made available under such previously not collectible "underlying insurance". You will make the reimbursement to us unless we authorize otherwise.

6. Difference In Terms/Conditions Provision

Subject to all the terms and conditions of this insurance, we will pay "loss" to the extent that "underlying insurance", by its terms and conditions, does not apply.

This provision does not apply to any part of:

- a. "loss" to which "underlying insurance", by its terms and conditions, would apply, regardless of whether or not:
 - (1) "underlying insurance" is available or collectible; or
 - (2) the applicable limits of insurance of "underlying insurance" have been exhausted.
- b. "loss" to which "underlying insurance" would have applied but for a limitation in such coverage with respect to the timing of a triggering event.
- c. any costs or expenses related to "loss" as described in subparagraphs a. or b. above.

B. Investigation, Defense And Settlements

Subject to all the terms and conditions of this insurance, we will have the duty to defend the "insured" against a "suit" (other than a "suit" brought in a "non-admitted jurisdiction"), to which this insurance applies, but only if the terms and conditions of "underlying insurance" do not apply to "loss".

If such a "suit" is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend the "insured" and if applicable, the indemnitee of the "insured", provided the obligation to defend, or the cost of the defense of such indemnitee, has been assumed by such "insured" in an "insured contract".

We have no duty to defend any person or organization against any "suit":

1. seeking damages to which this insurance does not apply.

2. if any insurer of "underlying insurance" has a duty to defend the "insured" against such "suit".
3. brought in a "non-admitted jurisdiction".

We will have the right, but not the duty, to defend the "insured" against a "suit" brought in a "non-admitted jurisdiction".

If we are prevented by law, or otherwise, from investigating, defending or settling an "occurrence", offense, claim or "suit", we may advance or reimburse funds to the "insured" in accordance with the Advances Or Reimbursements section of this contract.

We may, at our discretion, investigate any "occurrence" or offense and make any settlement, regardless of whether any claim has been made or "suit" has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract. Our obligations hereunder end when we have used up the applicable Limit Of Insurance.

C. Advances Or Reimbursements

Subject to all of the terms and conditions of this insurance and when the Joint Duties In Nonadmitted Jurisdictions condition of the Common Policy Provisions applies, we will advance or reimburse funds to the "insured" for "loss" and Supplementary Payments.

We will make these advances or reimbursements in a jurisdiction that is mutually acceptable.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

D. Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a "suit" against an "insured" we defend:

1. the expenses we incur.
2. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - (1) appeal judgments; or
 - (2) release attachments;but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
3. reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of such claim or "suit", including actual "loss" of earnings up to \$1,000 a day because of time off from work.
4. costs taxed against the "insured" in the "suit", except any attorney fees or litigation expenses or other "loss", cost or expense in connection with any injunction or other equitable relief.
5. prejudgment interest awarded against the "insured" on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance to fully settle the claim or "suit", we will not pay any prejudgment interest based on that period of time after the offer.
6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty. The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract. Our obligations hereunder end when we have used up the applicable Limit Of Insurance.

E. Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- a. applies anywhere in the world.
- b. does not apply to:
 - (1) "bodily injury" or "property damage" that takes place; or
 - (2) "personal and advertising injury" caused by an offense committed;

in the United States or Canada or international airspace or waters or if such injury or damage occurs or such offense is committed during the course of transportation or travel within the United States or Canada, unless a "suit" on the merits (to determine the "insured's" responsibility to pay damages to which this insurance applies) is brought outside the United States and Canada.

With respect to "personal and advertising injury" caused by an offense committed using the Internet (or similar electronic means of communication), such an offense will be deemed to have been committed in the United States or Canada if the first publication of content or material using the Internet (or similar electronic means of communication), causing such injury, originated in the United States or Canada.

F. Who Is An Insured

1. Sole Proprietorships

If you are an individual, you and your spouse are "insureds"; but you and your spouse are "insureds" only with respect to the conduct of a business of which you are the sole owner.

If you die:

- a. persons or organizations having proper temporary custody of your property are "insureds"; but they are "insureds" only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- b. your legal representatives are "insureds"; but they are "insureds" only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

2. Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an "insured". Your members, your partners and their spouses are "insureds"; but they are "insureds" only with respect to the conduct of your business.

3. Limited Liability Companies

If you are a limited liability company, you are an "insured". Your members and their spouses are "insureds"; but they are "insureds" only with respect to the conduct of your business. Your managers are "insureds"; but they are "insureds" only with respect to their duties as your managers.

4. Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an “insured”. Your directors and “officers” are “insureds”; but they are “insureds” only with respect to their duties as your directors or “officers”. Your stockholders and their spouses are “insureds”; but they are “insureds” only with respect to their liability as your stockholders.

5. Employees

Your “employees” are “insureds”; but they are “insureds” only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no “employee” is an “insured” for:

- a. “bodily injury” or “personal and advertising injury”:
 - (1) to you, to any of your directors, managers, members, “officers” or partners (whether or not an “employee”) while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (2) to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph a.(1) above;
 - (3) for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs a.(1) or a.(2) above; or
 - (4) arising out of his or her providing or failing to provide professional health care services.
- b. “property damage” to any property owned, occupied or used by you or by any of your directors, managers, members, “officers” or partners (whether or not an “employee”) or by any of your “employees”.

This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with permission of the owner.

6. Volunteers

Persons who are volunteer workers for you are “insureds”; but they are “insureds” only for acts within the scope of their activities for you and at your direction and who donate their work and act at the direction of and within the scope of duties determined by you, and are not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

7. Real Estate Managers

Persons (other than your “employees”) or organizations acting as your real estate managers are “insureds”; but they are “insureds” only with respect to their duties as your real estate managers.

8. Permissive Users Of Mobile Equipment

With respect to “mobile equipment” registered in your name under a motor vehicle registration law:

- a. persons driving such equipment on a public road with your permission are “insureds”; and
- b. persons or organizations responsible for the conduct of such persons described in subparagraph a. above are “insureds”; but they are “insureds” only with respect to the operation of the equipment and only if no “other insurance” is available to them.

However, no person or organization is an “insured” with respect to “property damage” to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an “insured” under this provision.

9. Vendors

Persons or organizations who are vendors but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However, the insurance afforded to such vendor only applies to the extent permitted by law and if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

However, no such person or organization is an “insured” with respect to any:

- a. assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for “bodily injury” or “property damage” that such vendor would have in the absence of such 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 instruction 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; or
- g. products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part 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 Subparagraph 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.

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.

10. Lessors Of Equipment

Persons or organizations from whom you lease equipment are “insureds”; but they are “insureds” only with respect to the maintenance, operation or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an “insured” with respect to any:

- a. damages arising out of their sole negligence; or
- b. “occurrence” that occurs, or offense that is committed, after the equipment lease ends.

11. Lessors Of Premises

Persons or organizations from whom you lease premises are “insureds”; but they are “insureds” only with respect to the ownership, maintenance or use of that part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an “insured” with respect to any:

- a. damages arising out of their sole negligence;
- b. “occurrence” that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- c. structural alteration, new construction or demolition operations performed by or on behalf of them.

12. Subsidiary Or Newly Acquired Or Formed Organizations

If there is no “other insurance” available, the following organizations will qualify as named “insureds”:

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 does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- c. coverage 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.

13. Limitations On Who Is An Insured

- a. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an “insured” with respect to the conduct of any person or organization that is not shown as a named “insured” in the Declarations.
- b. No person or organization is an “insured” with respect to the:
 - (1) ownership, maintenance or use of any assets; or
 - (2) conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any “bodily injury” or “property damage” that occurred or “personal and advertising injury” arising out of an offense first committed in whole or in part, before such acquisition is executed.
- c. No person or organization is an “insured” with respect to the:
 - (1) ownership, maintenance, or use of any assets you acquire;
 - (2) conduct of any person or organization whose assets, business or organization you acquire; or

- (3) conduct of any organization you form;
during the policy period, either directly or indirectly, for any “bodily injury” or “property damage” that occurs or “personal and advertising injury” arising out of an offense committed;
later than one hundred eighty (180) days after such acquisition or formation is executed or the end of the policy period;
whichever comes first, unless:
 - (1) you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - (2) we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions, and additional premiums determined by us; and
 - (3) you accept such terms and conditions and pay such premiums promptly when due.
- d. However, paragraph a. above does not apply to liability of the first named “insured” shown in the Declarations as a partner or member of a joint venture or partnership for “loss” resulting from the conduct of such joint venture or partnership.

G. Limits Of Insurance

The Limits Of Insurance 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”.

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits of insurance of “underlying insurance” apply in such manner. If the aggregate limits of insurance of “underlying insurance” do not so apply, the applicable aggregate Limits Of Insurance of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

If coverage provided to an “insured” is required by a contract or agreement, the most we will pay on behalf of the “insured” is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits of insurance shown in the Declarations.

1. General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- a. damages for “bodily injury” or “property damage”, except damages included in the “products-completed operations hazard”; and
- b. “medical expenses”.

2. Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. Personal And Advertising Injury Aggregate Limit

The Personal And Advertising Injury Aggregate Limit is the most we will pay for the sum of damages for "personal and advertising injury".

4. Each Occurrence Limit

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

- a. damages for "bodily injury" and "property damage"; and
 - b. "medical expenses";
- arising out of any one "occurrence".

Any amount paid for damages or "medical expenses" will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

5. Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, smoke, or water condition as set out in the terms of this policy.

6. Medical Expenses Limit

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

7. Payments That Reduce The Limits Of Insurance

Any payments for "loss" made under this insurance or any "controlled admitted" insurance will reduce the amount of the applicable aggregate Limit Of Insurance of this insurance.

Payments we make under the Investigation, Defense And Settlements and Supplementary Payments sections of this insurance will not reduce the Limits Of Insurance of this insurance.

Once the applicable Limit Of Insurance is used up under this insurance or any "controlled admitted" insurance, you must promptly reimburse us for any additional payment we or any insurer of "controlled admitted" insurance make. You will make the reimbursement to us unless we authorize otherwise.

H. Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contractual Liability" and "Expected Or Intended Injury", apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner.

1. Access Or Disclosure Of Confidential Or Personal Information And Electronic Data

This insurance does not apply to:

- a. any access to or disclosure of any person's or organization's electronic confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health 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.

This exclusion does not apply to "bodily injury" or "property damage".

For the purposes of this exclusion, "bodily injury" does not include mental injury, mental anguish, shock or emotional distress.

2. Contractual Liability

This insurance does not apply to "bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- a. that such "insured" would have in the absence of such contract or agreement; or
- b. assumed in an oral or written contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage", to which this insurance applies, occurs after the execution of such contract or agreement.

3. Expected Or Intended Injury

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

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

4. Aircraft, Autos Or Watercraft

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use (use includes operation and "loading or unloading") or entrustment to others of any aircraft; "auto" or watercraft owned or operated by or loaned or rented to any "insured".

This exclusion does not apply to:

- a. a watercraft while ashore on premises owned by or rented to you;
- b. a watercraft you do not own, provided that it:
 - (1) is less than one-hundred (100) feet long; and
 - (2) does not transport persons or cargo for a charge;
- c. the parking of an "auto" on premises owned by or rented to you, provided the "auto" is not owned by or loaned or rented to you or the "insured";
- d. the liability for damages assumed in an "insured contract" resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; or
- e. the operation of the equipment described in subparagraphs f.(2) or f.(3) of the definition of "mobile equipment".

5. Damage To Alienated Premises

This insurance does not apply to "property damage" to any premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises.

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

6. Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to "property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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.

7. Damage To Owned Property

This insurance does not apply to "property damage" to any property owned by you.

8. Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to "property damage" to any:

- a. personal property loaned or rented to you;
- b. property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- c. property on your premises for purposes of performing operations on such property by you or on your behalf;
- d. tools or equipment used by you or on your behalf in performing operations; or
- e. property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

9. Damage To Your Product

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it.

10. Damage To Your Work

This insurance does not apply to "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 causing the damage was performed on your behalf by a subcontractor.

11. Employer's Liability

- a. This insurance does not apply to "bodily injury" to an "employee" of the "insured" arising out of and in the course of:
 - (1) employment by the "insured"; or
 - (2) performing duties related to the conduct of the "insured's" business.
- b. This insurance does not apply to "bodily injury" to the brother, child, parent, sister or spouse of such "employee" as a consequence of any injury described in paragraph a. above.

This exclusion applies whether the “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of any injury.

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

12. Liquor Liability

This insurance does not apply to “bodily injury” or “property damage” for which any insured may be held liable by reason of:

- a. causing or contributing to the intoxication of any person;
- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. 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. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

13. Mobile Equipment Transportation

This insurance does not apply to “bodily injury” or “property damage” arising out of the transportation of “mobile equipment” by an “auto” owned or operated by or loaned or rented to any “insured”.

14. Pollution

This insurance does not apply to:

- a. “Bodily injury” or “property damage” which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- b. Any “loss”, cost or expense arising out of any:
 - (1) 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) 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”.

15. Silica Or Silica-Related Dust

This insurance does not apply to:

- a. “Bodily injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of “silica” or “silica-related dust”.
- b. “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”.
- c. 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.

Exclusions 4. through 14. do not apply to damage by:

- a. fire;
- b. lightning;
- c. explosion;
- d. smoke;
- e. water condition due to the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hoses, or industrial or domestic appliances, or any substance from an automatic sprinkler system or the collapse or fall of tanks or the component parts or supports thereof which form a part of an automatic sprinkler system (hereinafter water condition);

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 **G. Limits Of Insurance**.

I. Personal And Advertising Injury Exclusions

1. Access Or Disclosure Of Confidential Or Personal Information

This insurance does not apply to any access to or disclosure of any person's or organization's electronic confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other “loss”, cost or expense incurred by you or others arising out of that which is described above.

2. Breach Of Contract

This insurance does not apply to “personal and advertising injury” arising out of breach of contract, except an implied contract to use another's advertising idea in your “advertisement”.

3. Continuing Offenses

This insurance does not apply to “personal and advertising injury” that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- a. this insurance; or
- b. a subsequent, continuous renewal or replacement of this insurance, that:
 - (1) is issued to you by us or by an affiliate of ours;
 - (2) remains in force while the offense continues; and
 - (3) would otherwise apply to “personal and advertising injury”.

4. Contractual Liability

This insurance does not apply to “personal and advertising injury” for which the “insured” is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- a. that such “insured” would have in the absence of such contract or agreement; or

- b. assumed in a written contract or agreement that is an “insured contract”, provided the “personal and advertising injury”, to which this insurance applies, is caused by an offense committed after the execution of such contract or agreement.

5. Crime Or Fraud

This insurance does not apply to “personal and advertising injury” arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the “insured”.

6. Knowing Violation Of Rights Of Another

This insurance does not apply to “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”.

7. Quality Or Performance Of Goods – Failure To Conform To Statements

This insurance does not apply to “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”.

8. Internet Activities

This insurance does not apply to “personal and advertising injury” arising out of:

- a. controlling, creating, designing or developing of another's Internet site;
- b. controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- c. controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- d. publication of content or material on or from the Internet, other than material developed by you or at your direction.

9. Media Type Businesses

This insurance does not apply to “personal and advertising injury” arising out of an offense committed by or on behalf of an “insured” whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to “personal injury” caused by an offense described in subparagraphs a., b. or c. of the definition of “personal injury”.

10. Material Published Prior To Policy Period

This insurance does not apply to “personal and advertising injury” arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

11. Publications With Knowledge Of Falsity

This insurance does not apply to “personal and advertising injury” arising out of any electronic, oral, written or other publication of content or material by or with the consent of the “insured” with knowledge of its falsity.

12. Silica Or Silica-Related Dust

This insurance does not apply to:

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

13. Wrong Description Of Prices

This insurance does not apply to "personal and advertising injury" arising out of any wrong description of the price of goods, products or services.

J. Medical Expenses Exclusions

1. Athletic Activities

This insurance does not apply to "medical expenses" arising out of "bodily injury" to any person injured while taking part in athletics.

2. Injury To Insureds

This insurance does not apply to "medical expenses" arising out of a "bodily injury" to any "insured", except a volunteer worker.

3. Nuclear Energy

This insurance does not apply to "medical expenses" arising out of "bodily injury" in any way related to the "nuclear hazardous properties" of "nuclear material" and operation of a "nuclear facility" by any person or organization.

4. Products-Completed Operations Hazard

This insurance does not apply to "medical expenses" arising out of "bodily injury" included in the "products-completed operations hazard".

5. Workers' Compensation Or Similar Laws

This insurance does not apply to "medical expenses" arising out of "bodily injury" to any person, whether or not an "employee" of any "insured", if benefits for such "bodily injury" are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar "employment severance law".

K. Policy Exclusions

1. Asbestos

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" involving or arising out of, directly or indirectly, "asbestos", in any manner or form.

This exclusion includes, but is not limited to, claims or "suits" concerning exposure or alleged exposure to "asbestos", as well as claims or "suits" concerning the incorporation, presence, or removal of "asbestos" in any building, structure or product.

2. Employment-Related Practices

- a. This insurance does not apply to “bodily injury” or “personal and advertising injury” to a person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person;
- (b) Whether the “insured” may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- a. enhancement or maintenance of any property; or
- b. prevention of any injury or damage to any:
 - (1) person or organization; or
 - (2) property you own, rent or occupy.

4. Intellectual Property Laws Or Rights

- a. This insurance does not apply to any actual or alleged “bodily injury”, “property damage” or “personal and advertising injury” arising out of any actual, alleged or threatened infringement or violation by any person or organization (including any “insured”) of any “intellectual property law or right”.
- b. This exclusion does not apply to infringement or violation of an “intellectual property law or right” is an offense described in the definition of “personal and advertising injury” to which this insurance applies.

5. Nuclear Energy

- a. This insurance does not apply “bodily injury”, “property damage” or “personal and advertising injury”:
 - (1) with respect to which any “insured” under this policy also has status as an “insured” under a nuclear energy liability policy issued by:
 - (a) Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;
 - (b) Any similar insurer or association of insurers in any jurisdiction;
 - (c) Any sovereign nation, or agency or political subdivision thereof; or
 - (d) Any multinational government agency or institution;

with respect to which an “insured” under any such policy would have had status as an “insured” under such policy but for its termination upon exhaustion of its limits of insurance; or

- (2) arising out of the “nuclear hazardous properties” of “nuclear material” and with respect to which:
 - (a) any person or organization is required to maintain financial protection pursuant to:
 - i. the United States of America Atomic Energy Act of 1954, or any law amendatory thereof;
 - ii. any similar law or directive of any other sovereign nation or agency or political subdivision thereof; or
 - iii. any similar law or directive of any multinational government agency or institution; or
 - (b) the “insured” is, or had this policy not been issued would be, entitled to indemnity from:
 - i. the United States, or any agency thereof;
 - ii. any other sovereign nation, or agency or political subdivision thereof; or
 - iii. any multinational government agency or institution;

under any agreement entered into by the United States, or any agency thereof, or by such sovereign nations, agencies, political subdivisions or institutions as apply, with any person or organizations.

- b. This insurance does not apply to “bodily injury”, “nuclear property damage” or “personal and advertising injury” arising out of the “nuclear hazardous properties” of “nuclear material”:
 - (1) if the “nuclear material”:
 - (a) is at any “nuclear facility” owned by, or operated by or on behalf of, any “insured”;
 - (b) has been discharged or dispersed therefrom; or
 - (c) is contained in “nuclear spent fuel” or “nuclear waste” at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any “insured”; or
 - (2) arising out of the furnishing by any “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”.

6. Recall Of Products, Work Or Impaired Property

This insurance does not apply to any 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:

- a. “your product”;
- b. “your work”; or
- c. “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.

7. Information Laws, Including Unauthorized Or Unsolicited Communications

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of any actual, alleged or threatened violation of:

- a. the United States of America CAN – SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- b. the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- c. the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- d. any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

8. Clinical Trials

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of manufacturing, handling, distribution or disposal of “pharmaceuticals”, “biologics” or “medical devices” in connection with a “human clinical trial”.

9. Workers’ Compensation Or Similar Laws

This insurance does not apply to any obligation of the “insured” under any:

- a. workers' compensation, disability benefits or unemployment compensation law or any similar law providing benefits or compensation for death, sickness, disease, injury, disability or unemployment;
- b. law providing social security or employment retirement income security benefits; or
- c. “employment severance law”.

L. Conditions

1. Appeals

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for “loss” exceed the Limits Of Insurance.

2. Arbitration

We are entitled to exercise all of the “insured’s” rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the “insured”.

3. Bankruptcy

Bankruptcy or insolvency of the “insured” or of the “insured’s” estate will not relieve us of our obligations under this insurance.

4. Consent To Settle

We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

5. Disclosures And Representations

We have issued insurance based upon representations you made to us and in reliance upon your representations.

Unintentional failure of an “employee” of the “insured” to disclose a hazard or other material information will not violate this condition, unless an “officer” (whether or not an “employee”) of any “insured” or an “officer’s” designee knows about such hazard or other material information.

6. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we and any other insurers are notified as soon as practicable of any “occurrence” or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
 - (1) how, when and where the “occurrence” or offense happened;
 - (2) the names and addresses of any injured persons 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;
 - (2) notify us and other insurers as soon as practicable; and
 - (3) 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 and other insurers in the:
 - (a) investigation or settlement of the claim; or
 - (b) defense against the “suit”; and
 - (4) assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the “insured” because of loss to which this insurance may also apply.
- d. No “insureds” will, except at that “insured’s” own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- e. Notice given by or on behalf of:
 - (1) the “insured”;
 - (2) the injured person; or
 - (3) any other claimant;to a licensed agent of ours with particulars sufficient to identify the “insured” shall be deemed notice to us.
- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the “insured” will not constitute knowledge by the “insured”, unless an “officer” (whether or not an “employee”) of any “insured” or an “employee” authorized by an “officer” knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the “insured”, other than an “officer” (whether or not an “employee”) of any “insured” or an “employee” authorized by an “officer”, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or “loss” does not reasonably appear to involve this insurance, but it later develops into a claim or “loss” to which this insurance applies, the failure to report it to us will not

violate this condition, provided the “insured” gives us immediate notice as soon as the “insured” is aware that this insurance may apply to such claim or “loss”.

7. Legal Action Against Us

No person or organization has a right under this insurance to:

- a. join us as a party or otherwise bring us into a “suit” seeking damages from an “insured”; or
- b. sue us on this insurance unless all of the terms and conditions of this insurance 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 in a civil proceeding or arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

8. Maintenance Of Underlying Insurance

It is agreed that we have issued this insurance in reliance upon representations made by you about any “underlying insurance”.

You must see to it that such insurance (including the limits of insurance and all other terms and conditions thereof) and any replacement or renewal thereof:

- a. is and remains valid and in full force and effect.
- b. will not be canceled, non-renewed or rescinded without replacement by coverage to which we agree.
- c. will not materially change, unless we agree otherwise.
- d. will be materially the same as the prior coverage, unless we agree otherwise.
- e. will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related cost or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any “independently contracted admitted” insurance is no longer valid or in full force and effect.

9. Other Insurance

If other valid and collectible insurance is available to the “insured” for “loss”, our obligations are limited as follows.

This insurance is excess over any “other insurance”, whether primary, excess, contingent or on any other basis.

If any other valid and collectible insurance is available to the first named “insured” shown in the Declarations for its liability as a partner or member of a joint venture or partnership, then this insurance applies only to that portion of such liability for “loss” in excess of the applicable limit of insurance of such other valid and collectible insurance to the extent that such portion does not exceed the applicable Limit Of Insurance of this policy.

We will have no duty to defend the “insured” against any “suit” if any provider of any “other insurance” has a duty to defend such “insured” against such “suit”.

We will pay only our share of the amount of "loss", if any, that exceeds the sum of the total amount that all "other insurance" would pay for loss in the absence of this insurance and of all deductible and self-insured amounts under all "other insurance".

10. Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

11. Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance 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.

12. Transfer Or Waiver Of Rights Of Recovery Against Others

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.

We waive any right of recovery we may have against another person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" required by contract with that person or organization and included in the "products-completed operations hazard".

13. Unintentional Failure To Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that such failure or omission is not intentional.

M. Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS POLICY, WORDS AND PHRASES THAT APPEAR IN QUOTATION MARKS HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, internet domain name or other electronic address or metalanguage.
2. "Agreed settlement" means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. "Biologic" means any product (such as a globulin, serum, vaccine, antibody, antigen or analogous product) used in the prevention or treatment of sickness or disease. Biologic products also include blood and blood components used for transfusion or for the manufacturing of "pharmaceuticals" derived from blood and blood components, such as clotting factors.
6. "Bodily injury" means physical injury, sickness or disease sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment severance law" means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former "employee", partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former "employee", partner, director or trustee.
9. "Financially impaired" means declared or placed in bankruptcy, conservation, liquidation, receivership, or rehabilitation by a court or regulatory authority having jurisdiction.
10. "Financial impairment" means a declaration of insolvency by a court of competent jurisdiction, including:
 - a. the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an organization; or
 - b. an organization becoming a debtor in possession.
11. "Human clinical trial" means any organized study which provides clinical data for the assessment of the effects of a "pharmaceutical", "biologic" or "medical device" on humans.
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 or conditions of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms or conditions of the contract or agreement.
13. "Insured" means a person or organization qualifying as an "insured" in the Who Is An Insured section of this contract.

14. "Insured contract"

a. means:

- (1) a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or water condition to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";
- (2) a sidetrack agreement;
- (3) an easement or license agreement;
- (4) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) an elevator maintenance agreement; or
- (6) any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

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

- (1) that indemnifies an architect, engineer or surveyor for damages arising out of:
 - (a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 - (b) giving directions or instructions, or failing to give them.
- (2) 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 described in subparagraph b(1) above and supervisory, inspection, architectural or engineering services.

15. "Intellectual property law or right" means any:

- a. certification mark, copyright, patent or trademark (including collective or service marks);
- b. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- c. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- d. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

16. "Leased worker" means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. "Leased worker" does not include a "temporary worker".

17. "Loading or unloading":

a. means the handling of property:

- (1) after it is moved from the place where it is accepted for movement into or onto an aircraft, "auto" or watercraft;
- (2) while it is in or on an aircraft, "auto" or watercraft; or
- (3) while it is being moved from an aircraft, "auto" or watercraft to the place where it is finally delivered.

- b. 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, "auto" or watercraft.

18. "Loss"

a. means:

- (1) damages that an "insured" becomes legally obligated to pay because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies; and
- (2) "medical expenses".

- b. does not include sums properly deducted for recoveries or salvage.

19. "Medical device" means any product, other than a "pharmaceutical" or "biologic", that has an application in therapeutic or diagnostic medicine.

20. "Medical expenses" means reasonable expenses for necessary:

- a. first aid administered at the time of an accident;
- b. medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. ambulance, hospital, professional nursing and funeral services.

21. "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 premises owned by or rented to you;
- 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 subparagraphs 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; and
- f. vehicles not described in subparagraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

"Mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles 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 servicing equipment.
- 22. "Nuclear facility" means any:
 - a. "nuclear reactor";
 - b. equipment or device designed or used for:
 - (1) separating the isotopes of plutonium or uranium;
 - (2) processing or utilizing "nuclear spent fuel"; or
 - (3) handling, processing or packaging "nuclear waste";
 - c. equipment or device used for the processing, fabricating or alloying of "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:
 - (1) twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 - (2) two-hundred-fifty (250) grams of uranium 235; or
 - d. structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear 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.
- 23. "Nuclear hazardous properties" includes radioactive, toxic or explosive properties.
- 24. "Nuclear material" means "by-product material", "source material" or "special nuclear material".

"By-product material", "source material" and "special nuclear material" have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.
- 25. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 26. "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.
- 27. "Nuclear spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 28. "Nuclear waste" means any waste material:
 - a. containing "nuclear material", other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. resulting from the operation by any person or organization of any "nuclear facility" described in subparagraphs a. or b. of the definition of "nuclear facility".
- 29. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

30. "Officer" means a person holding any of the office positions created by an organization's constitution, by-laws or any other similar governing document.
31. "Other insurance" means any valid and collectible insurance, providing coverage that this policy also provides.
- "Other insurance" does not include "underlying insurance" or insurance negotiated specifically to apply in excess of this insurance.
32. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. false arrest, false 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".
33. "Pharmaceutical" means any substance administered orally, topically, or via injection, to treat, diagnose, cure, mitigate or prevent sickness or disease.
34. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
35. "Products-completed operations hazard":
- a. includes all "bodily injury" and "property damage" taking place away from premises owned or occupied by or loaned or rented to you 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 or agreement has been completed.
 - (b) when all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
 - (c) when that part of the work completed at a 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.
 - b. does not include "bodily injury" or "property damage" arising out of:

- (1) the transportation of property, unless the injury or damage results from a common in or on a vehicle not owned or operated by or loaned or rented to 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 in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

36. "Property damage" means:

- a. physical injury to tangible property, including 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 insurance, 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.

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

38. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

39. "Suit" means a civil proceeding in which damages, to which this insurance applies, are sought. "Suit" includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the "insured" must submit or does submit with our consent.

40. "Temporary worker" means a person who is furnished to a party to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

41. "Underlying insurance" means:

- a. "controlled admitted" insurance;
- b. "compulsory admitted" insurance;
- c. "independently contracted admitted" insurance; or
- d. insurance that is other non-admitted.

42. "Your product"

- a. means any:
 - (1) goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) you;
 - (b) others trading under your name; or
 - (c) a person or organization whose assets or business you have acquired; and
 - (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. includes:
 - (1) representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of “your product”; and
 - (2) the providing of or failure to provide instructions or warnings.
- c. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

43. “Your work”:

- a. means any:
 - (1) work or operations performed by:
 - (a) you or on your behalf; or
 - (b) a person or organization whose assets or business you have acquired; and
 - (2) materials, parts or equipment furnished in connection with such work or operations.
- b. includes:
 - (1) representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of “your work”; and
 - (2) the providing of or failure to provide instructions or warnings.

Employee Benefit Programs Errors Or Omissions

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EMPLOYEE BENEFIT PROGRAMS ERRORS OR OMISSIONS

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS-MADE DURING THE POLICY PERIOD SHOWN IN THE DECLARATIONS OF THIS INSURANCE. PLEASE READ CAREFULLY.

Words and phrases that appear in quotation marks have special meanings and are defined in the definitions section of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

A. Coverage

1. Employee Benefit Programs Negligent Acts, Errors Or Omissions

We will pay damages the insured becomes legally obligated to pay because of:

any "claim" caused by an "employee benefit programs negligent act, error or omission" to which this insurance applies.

The "claim" must be made by:

- a. your employee;
- b. your former employee; or
- c. the beneficiaries or legal representatives of your employee or your former employee.

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

This insurance does not apply to any "employee benefit programs negligent act, error or omission" which:

- a. occurred before the Retroactive Date shown in the Declarations of this insurance;
- b. occurred between the Retroactive Date shown in the Declarations of this insurance and the last day of the policy period shown in the Declarations of this insurance if, at the effective date of this insurance, the insured had knowledge of or could have reasonably foreseen any circumstances which might have resulted in a "claim"; or
- c. occurs after the policy period shown in the Declarations of this insurance.

This insurance applies to any "employee benefit programs negligent act, error or omission" only if a "claim" for damages is first made during the policy period shown in the Declarations of this insurance.

A "claim" by a person or organization seeking damages will be deemed to have been made when notice of it is received and recorded by any insured or by us, whichever comes first.

We will defend any "claim" seeking damages to which this insurance applies. However, our obligation to defend and pay for defense expense is limited as described under DEFENSE OF CLAIMS, and as described in the General Liability Loss Provisions under DEFENSE OPTIONS and ADVANCES OR REIMBURSEMENTS.

Each payment we make for damages or defense expense reduces the amount of insurance available, as provided under LIMITS OF INSURANCE.

We have no obligation under this insurance to make payments or to perform acts or services except as provided above.

Damages include prejudgment interest awarded against the insured on that part of the judgment we pay.

B. Exclusions

This insurance does not apply to:

1. Dishonesty
Fraudulent, dishonest or criminal acts or omissions by or on behalf of the insured; whether committed alone or in collusion with others.
2. Bodily Injury, Property Damage, Personal And Advertising Injury
"bodily injury", "property damage", "personal and advertising injury".
3. Discrimination Or Humiliation
alleged, unfair or unlawful discrimination or humiliation.
4. Performance Failure
 - a. the failure of performance of any contract by an insurer;
 - b. the failure of any investment plan to perform as represented by the insured; or
 - c. the inability of "employee benefit programs" to meet their obligations due to insolvency.
5. Statutory Obligations To Employees
any obligation of the insured under:
 - a. a workers' compensation, disability benefits or unemployment compensation law, or any similar law providing benefits for death, sickness, disease, injury, disability or unemployment;
 - b. a law providing social security or employment retirement income security benefits; or
 - c. an "employment severance law".
6. Wrong Advice
Advice given by an insured to an employee to participate or not to participate in investment subscription plans.

C. Defense Of Claims

1. We will defend "claims" seeking damages to which this insurance applies. We may make:
 - a. such investigation of any "employee benefit programs negligent act, error or omission" or "claim"; and
 - b. such settlement within the applicable amount of insurance available;as we think appropriate.
2. Our right and duty to defend such "claims" ends when we have used up the amount of insurance available by payment of judgments, settlements or defense expense, as provided under LIMITS OF INSURANCE. This applies both to "claims" pending at that time and to those filed thereafter.
3. When we control the defense of a "claim", we will pay for defense expense. If by mutual agreement or court order the insured assumes control before the applicable amount of insurance

available is used up by payment of judgments, settlements or defense expense, we will advance or reimburse funds to the insured for reasonable defense expense. In any case, however, the amounts we pay will reduce the amount of insurance available, as provided under LIMIT S OF INSURANCE.

4. As soon as practicable after we become aware that an amount of insurance available is used up by payment of judgments, settlements or defense expense:
 - a. we will notify you of any outstanding "claims" for which an amount of insurance is not available; and
 - b. you will then arrange to assume control of all such "claims" when our right and duty to defend them ends.
5. We will assist the insured in the transfer of control of the defense of "claims" under paragraphs 3. or 4. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:
 - a. to avoid a default in any "claim"; or
 - b. to the continued defense of a "claim". Y

You agree that if we take such steps:

- a. we do not waive or give up any of our rights under this insurance; and
- b. you will reimburse us for any defense expense that arises out of such steps if the applicable amount of insurance available has been used up by payment of judgments, settlements or defense expense.

D. Who Is An Insured

1. If you are:
 - 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. an organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Any other person for whose acts you are legally liable is an insured, provided such person is authorized to act in the "administration" of "employee benefit programs".
3. Any joint venture, partnership or other organization:
 - a. in existence on the date of inception of the original policy period of this insurance; and
 - b. over which you maintain ownership, management control or majority interest will be deemed to be a named insured, unless specifically excluded. This coverage is extended even though you have not shown such organization as a named insured in the Declarations of this insurance.

However, coverage under this provision is afforded only until the 120th day after the original inception of this insurance or the end of the original policy period, whichever is earlier.

4. Any joint venture, partnership or other organization:
 - a. you newly acquire or form; and
 - b. over which you maintain ownership, management control or majority interest will be deemed to be a named insured.

However, coverage under this provision is afforded only until the 120th day after you acquire or form such organization or the end of the policy period shown in the Declarations of this insurance, whichever is earlier.

BUT

any such coverage for newly acquired or formed organizations does not apply to any actual or alleged negligent act, error or omission in the "administration" of "employee benefit programs" that occurred before you acquired or formed the joint venture, partnership or other organization, whether or not any Retroactive Date shown in the Declarations of this insurance is earlier than the date of acquisition or formation.

E. Limits Of Insurance

1. The Limits of Insurance shown in the Declarations of this insurance and the provisions below establish the most we will pay regardless of the number of:
 - a. insureds;
 - b. "claims" made; or
 - c. persons or organizations making "claims".

2. The amount of insurance shown in the Declarations of this insurance as the Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit is the most we will pay for the sum of:
 - a. damages for all "claims";
 - b. defense expense for "claims" seeking damages payable under a. above.

Each payment we make for such damages or defense expense reduces the Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit by the amount of such payment. This reduced limit will then be the amount of insurance available. When this amount of insurance is used up by payment of judgments, settlements or defense expense, we shall have no further obligation to defend "claims" seeking such damages or pay such damages for "claims".

3. Subject to the Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including damages sustained by such employee's dependents and beneficiaries, as a result of:
 - a. An act, error or omission; or
 - b. A series of related acts, errors or omissions

negligently committed in the administration of your "employee benefit program".

However, the amount paid 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".

4. The Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit applies separately to each consecutive policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In this case, for purposes of determining the Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit, the additional

period of less than 12 months will be deemed part of the last preceding policy period shown in the Declarations of this insurance.

F. Deductible

1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
2. The deductible amount stated in the Schedule applies to all damages sustained by any one employee, including such employee's dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

G. Extended Reporting Periods

1. We will provide an automatic Extended Reporting Period as described in paragraph 3., or, if you purchase it, an optional Extended Reporting Period Amendment as described in paragraph 4., only if:
 - a. this insurance is cancelled or not renewed for any reason except non-payment of the premium; or
 - b. we renew or replace this insurance with other insurance that:
 - (1) provides claims-made coverage; and
 - (2) has a Retroactive date later than the date shown in the Declarations of this insurance.
2. If we provide an Extended Reporting Period as described in either paragraph 3. or paragraph 4., the following is added to the Coverage section:

A "claim" first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period shown in the Declarations of this insurance, provided that the "claim" is for damages caused by any "employee benefit programs negligent act, error or omission" which occurred before the end of the policy period shown in the Declarations of this insurance (but not before the applicable Retroactive Date shown in the Declarations of this insurance).

The Extended Reporting Period will not reinstate or increase the Employee Benefit Programs Negligent Acts, Errors or Omissions Aggregate Limit or extend the policy period shown in the Declarations of this insurance.

Paragraph E.2. will be amended accordingly. The Each Employee Limit shown in the Declarations will then continue to apply as set forth in Paragraph E.3.

3. The automatic Extended Reporting Period will be as set forth in either a. or b. below:
 - a. 60 days, starting with the end of the policy period shown in the Declarations of this insurance; or
 - b. five years, starting with the end of the policy period shown in the Declarations of this insurance. This automatic Extended Reporting Period applies only to "claims" caused by an

“employee benefit programs negligent act, error or omission“ of which we are notified after the Retroactive Date, if any, shown in the Declarations of this insurance, but not later than 60 days after the end of the policy period shown in the Declarations of this insurance.

Notification of the “employee benefit programs negligent act, error or omission“ must be in accordance with the INSURED'S DUTIES IN THE EVENT OF EMPLOYEE BENEFIT PROGRAMS NEGLIGENT ACT, ERRORJOMISSION OR CLAIM provisions of the Amended General Liability Loss Provisions and the Amended Common Loss Provision.

These automatic Extended Reporting Periods apply only if no subsequent admitted or other non-admitted insurance applies to the “claim”, or would apply but for the exhaustion of its applicable Limit of Insurance.

These automatic Extended Reporting Periods may not be cancelled.

4. If you purchase the optional Extended Reporting Period Amendment, the Extended Reporting Period will be 10 years, starting with the end of the policy period shown in the Declarations of this insurance. We will issue that Amendment if the first named insured shown in the Declarations of this insurance:
 - a. makes a written request for it which we receive within 60 days after the end of the policy period shown in the Declarations of this insurance; and
 - b. promptly pays the additional premium when due.

The optional Extended Reporting Period Amendment will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Amendment may not be cancelled.

For purposes of this coverage only, the optional Extended Reporting Period Amendment will also amend the OTHER INSURANCE provisions (paragraph 2) of the General Liability Loss Provisions to include sub-paragraph f. below so that this insurance is excess of any admitted or other non-admitted insurance available to the insured, whether primary, excess, contingent or on any other basis:

- f. whose policy period begins or continues after the optional Extended Reporting Period Amendment takes effect.
5. We will determine the actual premium for the optional Extended Reporting Period Amendment by taking into account:
 - a. the exposures insured;
 - b. previous types and amounts of insurance;
 - c. Limits of Insurance available under this insurance for future payment of damages; and
 - d. other related factors.

The premium for the optional Extended Reporting Period Amendment will be fully earned when the Amendment takes effect.

H. Employee Benefit Programs Definitions

For purposes of this coverage only, the following definitions apply:

1. “Administration” means:
 - a. informing employees of the content of your “employee benefit programs”;

- b. handling of records in connection with your "employee benefit programs"; or
 - c. effecting enrollment, termination or cancellation of employees under your "employee benefit programs";
- provided that all acts are authorized by you.

- 2. "Claim" or "Claims" means a claim or "suit" against the insured, including judgment, arbitration award or any demand for money or service.
- 3. "Employee benefit programs" means life insurance, group health insurance, profit sharing plans, pension plans, employee investment subscription plans, Workers' Compensation plans (including International Voluntary Workers' Compensation), unemployment insurance, Social Security, disability benefits insurance, travel, savings or vacation plans.
- 4. "Employee benefit programs negligent act, error or omission" means an actual or alleged negligent act, error or omission by or on behalf of the insured in the "administration" of "employee benefit programs".

I. Employee Benefit Programs Loss Provisions

1. Agreements Of Indemnity

This Employee Benefit Programs Negligent Acts, Errors or Omissions insurance is excess of any agreement of indemnity available to the insured.

J. Amended General Liability Loss Provisions

1. Other Insurance

For purposes of this coverage only, this insurance will amend the OTHER INSURANCE provisions (paragraph 2) of the General Liability Loss Provisions to include sub-paragraph g. below so that this insurance is excess of any admitted or other non-admitted insurance available to the "insured", whether primary, excess, contingent or on any other basis:

- g. that is "employee benefit programs negligent acts, errors or omissions" coverage.

2. Insured's Duties In The Event Of Employee Benefit Programs Negligent Act, Error/Omission Or Claim

For purposes of this coverage only, the INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT provision of the General Liability Loss Provisions is deleted and replaced by the INSURED'S DUTIES IN THE EVENT OF EMPLOYEE BENEFIT PROGRAMS NEGLIGENT ACT, ERROR/OMISSION OR CLAIM provision stated below:

- a. You or any other insured must see to it that we are notified in the time periods provided in this coverage of any "employee benefit programs negligent act, error or omission" which may result in a "claim".

Notice should include:

- (1) how, when and where the "employee benefit programs negligent act, error or omission" took place;
- (2) the names and addresses of any witnesses; and
- (3) the nature and location of any damage arising out of the "employee benefit programs negligent act, error or omission".

- b. If a "claim" is received by you or by any other insured, you or any other insured must:

- (1) immediately record the specifics of the "claim" and the date received; and
- (2) notify us in writing in the time periods provided in this coverage.
- c. You or any other insured must:
 - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (2) authorize us to obtain records and other information in connection with the "claim";
 - (3) cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you or to any other insured because of any "employee benefit programs negligent act, error or omission" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense, without our consent.

K. Amended Common Loss Provision

1. Insured's Duties In The Event Of Employee Benefit Programs Negligent Act, Error/Omission Or Claim

For purposes of this coverage only, the INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT provision of the Common Loss Provisions is deleted and replaced by the INSURED'S DUTIES IN THE EVENT OF EMPLOYEE BENEFIT PROGRAMS NEGLIGENT ACT, ERROR/OMISSION OR CLAIM provision stated below:

In the event of any "employee benefit programs negligent act, error or omission" or "claim", you or any other insured must perform duties set forth in 1., 2. and 3.

- a. Notify us, or any person or organization authorized by us below to accept such notification, as to what happened.

You must make this notification in the time periods provided in this coverage, whether or not any "employee benefit programs negligent act, error or omission" or "claim" comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of your headquarters in the United States or Canada in the respective time periods.

Any other insured must make this notification in the time periods provided in this coverage, whether or not any "employee benefit programs negligent act, error or omission" or "claim" comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of any other insured's headquarters in the United States, Canada or elsewhere in the respective time periods.

However, if you or any other insured is an individual or a partnership, the notification must be made in the time periods provided in this coverage, whether or not any "employee benefit programs negligent act, error or omission" or "claim" comes to your attention or a partner's attention in the respective time periods.

You or any other insured must make this notification:

- (1) to us;
- (2) to one of our authorized representatives in the United States or Canada;
- (3) to another member company of the Everest Re Group; or

(4) to any authorized correspondent.

Notice in the time periods provided in this coverage of any "employee benefit programs negligent act, error or omission" or "claim" made to persons or organizations described in Paragraph (2), (3) or (4) above will be deemed to be notice of the "employee benefit programs negligent act, error or omission" or "claim" directly to us under this policy, whether the notice to the persons or organizations described in Paragraph (2), (3) or (4) is made under this policy or under any "controlled admitted" insurance.

- b. Give details, as specified in this coverage and in the applicable General Liability Loss Provisions and Common Loss Provisions of this policy.
- c. If necessary, contact our Claims Manager at:

Everest National Insurance Company
477 Martinsville Road, P.O. Box 830
Liberty Corner, NJ 07938
FACSMILE: (866) 283-4856
everestnationalnjclaim@everestre.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN REM ENDORSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

Definition **39.** "suit" in Section **M. Definitions** is replaced by the following:

"Suit" means a civil proceeding in which damages, to which this insurance applies, are sought. "Suit" includes:

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

A "suit" instituted in rem against a vessel owned or chartered by you shall be considered a "suit" instituted against you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MEDICAL MALPRACTICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

The following is added:

Incidental Medical Malpractice

- (1)** "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a)** The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b)** You are not engaged in the business or occupation of providing such services.
- (2)** For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS PROTECTION COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

Schedule

- | |
|--|
| <ol style="list-style-type: none">1. Crisis Protection Expenses Aggregate Limit of Insurance: \$300,0002. Crisis Protection Loss Aggregate Limit of Insurance: \$50,000 |
|--|

Notwithstanding any provisions to the contrary in the policy to which this Coverage Extension is attached, subject to the additional applicable Limits of Insurance as shown in the Schedule above and in accordance with the terms and conditions set forth in this Coverage Extension, the policy is extended to pay "crisis protection expenses" and "crisis protection loss" arising from a "crisis protection event".

SECTION I – COVERAGE

A. Crisis Protection Expenses

We will, at our sole discretion, reimburse "crisis protection expenses" directly to third parties at the request of and on behalf of you regardless of fault, arising from a "crisis protection event" first commencing during the policy period, up to the "Crisis Protection Expenses" Aggregate Limit of Insurance shown in the Schedule above.

B. Crisis Protection Loss

We will, at our sole discretion, pay "crisis protection loss" on behalf of you arising from a "crisis protection event" first commencing during the policy period, up to the "Crisis Protection Loss" Aggregate Limit of Insurance shown in the Schedule above.

- C.** A "crisis protection event" will first commence at the time during the policy period when a "key executive leader" first becomes aware of a "catastrophic event" that gives rise to "crisis protection event" and will end when we determine that any one of the necessary elements listed in the definition of "crisis protection event" no longer exists or when the "Crisis Protection Expenses" Aggregate Limit of Insurance and "Crisis Protection Loss" Aggregate Limit of Insurance shown in the Schedule have been exhausted, whichever occurs first.
- D.** Any advancement of "crisis protection expenses" or payment of "crisis protection loss" pursuant to the terms of this Endorsement will not: (1) constitute a determination of any of our rights or obligations under any other part of this policy; (2) create any duty to defend any claim or "suit" under any other part of this policy; or (3) create a waiver of any right or defense we have with respect to the coverage provided by any part of this policy.

- E. No self-insured retention or deductible shall apply to the coverage provided by this Endorsement.

SECTION II – LIMITS OF INSURANCE

- A. The Schedule above and the rules below establish the most we will reimburse or pay on your behalf for “crisis protection expenses” and “crisis protection loss” regardless of the number of:
1. “Insureds”;
 2. Claims made, or “suits” brought;
 3. Persons or organizations making claims or bringing “suits”; or
 4. “Crisis protection events”.
- B. The “Crisis Protection Expenses” Aggregate Limit of Insurance shown in the Schedule above is the most we will reimburse for all “crisis protection expenses” under this endorsement regardless of the number of “crisis protection events” first commenced during the policy period. The “Crisis Protection Expenses” Aggregate Limit of Insurance shown in the Schedule above is in addition to, and shall not reduce, the policy’s applicable Limits of Insurance shown in the Declarations.
- C. The “Crisis Protection Loss” Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for all “crisis protection loss” under this endorsement regardless of the number of “crisis protection events” first commenced during the policy period. Any amount we pay for “crisis protection loss” is in addition to, and shall not reduce, the policy’s applicable Limits of Insurance shown in the Declarations.

SECTION III – DEFINITIONS

1. “Crisis protection event” means a “catastrophic event” or offense in the “coverage territory” that in the good faith opinion of a “key executive leader” of yours, in the absence of “crisis protection services”, has or may result in:
 - a. Damages covered under this policy; and
 - b. Significant adverse regional or national media coverage.
2. “Catastrophic event” means man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any of these must result in “bodily injury”, “property damage” or “personal and advertising injury” covered under this policy.
3. “Crisis protection firm” means:
 - a. Any firm shown in the attached policyholder notice; or
 - b. Any firm which you have selected subject to our approval;which is hired by you to perform “crisis protection services” in connection with a “crisis protection event”.
4. “Crisis protection loss” means the following amounts incurred by you during a “crisis protection event”:
 - a. Reasonable and necessary fees and expenses incurred by a “crisis protection firm” in the performance of “crisis protection services” for you solely arising from a covered “crisis protection event”; and
 - b. Reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of yours or a “crisis protection firm” incurred at the direction of a “crisis protection firm”, solely arising from a covered “crisis protection event”.

5. "Crisis protection services" means those services performed by a "crisis protection firm" in advising you on minimizing potential harm to you from a covered "crisis protection event" by maintaining and restoring public confidence in you.
 6. "Crisis protection expenses" means the following reasonable and necessary expenses incurred during a "crisis protection event" directly caused by a "crisis protection event", provided that such expenses may be associated with damages that would be covered by this policy:
 - a. Medical expenses of persons responding to a "crisis protection event";
 - b. Funeral expenses of persons responding to a "crisis protection event";
 - c. Travel expenses of persons responding to a "crisis protection event";
 - d. Temporary living expenses of persons responding to a "crisis protection event";
 - e. Costs to secure the scene of a "crisis protection event"; and
 - f. Psychological counseling or other mental health treatment commencing within the first fourteen (14) days of a "crisis protection event" of:
 - i. Persons responding to a "crisis protection event"; and
 - ii. Persons directly experiencing "imminent injury" including such individual's family members. With respect to persons described in this paragraph f.ii., such expenses do not include the costs of any medications or hospitalizations.
- "Crisis protection expenses" does not include defense costs.
7. "Imminent injury" means an actual and immediate threat of "bodily injury" or "property damage" within the "zone of physical danger".
 8. "Key Executive Leader" means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) of you or sole proprietor (if you are a sole proprietorship). A "key executive leader" also means any other person holding a title designated by you and approved by us.
 9. "Zone of physical danger" means the area in which a person is in actual physical peril.

SECTION IV – CONDITIONS

The general and/or common conditions of the policy apply to the coverage provided by this Endorsement. However, the following conditions applicable to this endorsement supersede any similar conditions in the policy to the contrary:

A. Insured's Duties In The Event Of A "Crisis Protection Event"

1. You must see to it that within twenty-four (24) hours of a "crisis protection event", which may result in "crisis protection expenses" or "crisis protection loss", that a "crisis protection firm" (if one is retained) is notified by telephone and that we are notified as soon as reasonably practicable. To the extent possible, notice should include:
 - a. How, when and where the "crisis protection event" took place;
 - b. The names and addresses of any injured persons and witnesses; and

- c. The nature and location of any injury or damage arising out of the “crisis protection event”.

B. Other Insurance Issued By Us

If “crisis protection expenses” and/or “crisis protection loss” provided by this Coverage Extension are also provided by any other insurance issued to you by us or any of our affiliated companies (whether or not such costs or loss are referred to using these same terms), the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically intended to apply as excess insurance over this Coverage Extension.

SECTION V – EXCLUSIONS

The general and/or common exclusions of the policy apply to the coverage provided by this Endorsement. However, the following additional exclusions applicable to this endorsement supersede any similar exclusion in the policy to the contrary:

The coverage provided under this endorsement does not apply to “crisis protection expense” or “crisis protection loss” resulting from:

- A. The actual or alleged loss or disclosure of any personal information of any individual, including, but not limited to, financial or information or personal health information.
- B. Infectious diseases or illness caused by any bacterium, virus, or fungus except for food-borne illnesses or defective vaccines.
- C. “Crisis protection event” occurring prior to the date you acquired or merged with any other entity.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS PROTECTION – STUDY ABROAD COSTS REIMBURSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

Schedule

Deposit Reimbursement Aggregate Limit: \$100,000

Tuition Fee Reimbursement Aggregate Limit: \$100,000

- I. Notwithstanding any provisions to the contrary in the policy to which this endorsement is attached, subject to the applicable limits of insurance shown in the Schedule above and in accordance with the terms and conditions of the policy, we will, at our discretion, reimburse you for non-refundable:
 - A. deposit money that you are obligated to pay to any third party for services that are part of your study abroad program for a trip or study course that is cancelled due to a “crisis protection event”
 - B. tuition fee that you are contractually obligated to return to a student(s) who enrolled in your study abroad program(s) that is/are cancelled due to a “crisis protection event.”
- II. As respects this endorsement, the following definition is added:
 - A. “Crisis protection event” means man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any of these must result in “bodily injury”, “property damage”, or “personal and advertising injury” covered under this policy.

PROFESSIONAL LIABILITY EXCLUSION

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to Paragraph **K. Policy Exclusions**:

Professional Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLEGES OR SCHOOLS

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

A. With respect to the transportation of students, Exclusion **4. Aircraft, Autos or Watercraft** of Paragraph **H. Bodily Injury/Property Damage Exclusions**, the following is added:

This exclusion does not apply to:

- a. an aircraft you do not own that is chartered by you and operated by a professional crew, provided that the insurance provided under this provision shall be excess over any other valid and collectible insurance available, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.
- b. any rowing shell or scull regardless of length.

B. Paragraph F. Who Is An Insured is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

1. Any of your trustees, officers, or members of your Board of Governors if you are a private charitable or educational institution, but only with respect to their duties as your trustees, officers, or members of your Board of Governors.
2. Any member or officer of your board or commission if you are a public board or commission of an educational institution, but only with respect to their duties as member of your board or commission.

3. Any student teachers teaching as part of their educational requirements, but only with respect to their duties as your student teachers.
4. Any student while working offsite as part of an intern program or work study program, but only with respect to such student's conduct within the scope of the intern program or work study program.
5. Any faculty member or teaching assistant, but only with respect to their duties as your faculty members or teaching assistants.
6. Any committee members or representatives to any educational associations of which you are a member, but only with respect to their duties as your committee members or representatives to such educational associations.
7. Any former employees, volunteer workers, board members, or trustees, but only with respect to their duties that they had performed on behalf of the educational institution with your knowledge and consent.
8. Any subsidiary over which you maintain ownership or majority interest, but only if you owned or controlled it on the effective date of this Policy.
9. Any association, club or other organization connected with your institution provided such entity is for social or recreational purposes with your knowledge and consent.

DELETION OF THE FELLOW EMPLOYEE EXCLUSION

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Paragraph 5. of **F. Who Is An Insured** is deleted and replaced by the following:

5. Employees

Your “employees” are “insureds” but they are “insureds” only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no “employee” is an “insured” for:

a. “bodily injury” or “personal and advertising injury”:

- (1) to you, to any of your directors, managers, members, “officers” or partners (whether or not an “employee”);
- (2) to the brother, child, parent, sister or spouse of such injured person as a consequence.
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraph a.(1) or a.(2) above.

With respect to “bodily injury” only, this limitation does not apply to you or to your directors, managers, members, “officers”, partners or supervisors as insureds or your “employees”, as “insureds”, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an “employee”.

b. “property damage” to any property owned, occupied or used by you or by any of your directors, managers, members, “officers” or partners (whether or not an “employee”) or by any of your “employees”.

This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with permission of the owner.

Paragraph 8. of **F. Who Is An Insured** is deleted and replaced by the following:

8. Permissive Users Of Mobile Equipment

With respect to “mobile equipment” registered in your name under a motor vehicle registration law:

- a. persons driving such equipment on a public road with your permission are “insureds”; and
- b. persons or organizations responsible for the conduct of such persons described in subparagraph a. above are “insureds”; but they are “insureds” only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an “insured” with respect to “property damage” to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an “insured” under this provision.

All other terms and conditions remain unchanged.

AMENDMENT – COVERAGE TERRITORY

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Section E. Coverage Territory is replaced by the following:

Subject to all of the terms and conditions of this insurance, this insurance:

- a. applies anywhere in the world.
- b. does not apply to:
 - (1) "bodily injury" or "property damage" that takes place; or
 - (2) "personal and advertising injury" caused by an offense committed;

in the "United States" or international airspace or waters or if such injury or damage occurs or such offense is committed during the course of transportation or travel within the "United States", unless a "suit" on the merits (to determine the "insured's" responsibility to pay damages to which this insurance applies) is brought outside the "United States".

With respect to "personal and advertising injury" caused by an offense committed using the Internet (or similar electronic means of communication), such an offense will be deemed to have been committed in the United States if the first publication of content or material using the Internet (or similar electronic means of communication), causing such injury, originated in the "United States".

"United States" means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

"United States" does not include:

- 1. The Federated States of Micronesia;
- 2. The Republic of the Marshall Islands; or
- 3. The Republic of Palau.
- 4. Puerto Rico

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. Law, but is at present a U.S. trust territory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED –AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

INTERNATIONAL GENERAL LIABILITY COVERAGE PART

A. Section F – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section G – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Everest National Insurance Company
477 Martinsville Road
P.O. Box 830
Liberty Corner, NJ 07938-0830
1-800-438-4375

NAMED INSURED AND MAILING ADDRESS	PRODUCER NAME AND ADDRESS
<p>University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest</p> <p>1260 University of Oregon Eugene, OR 97403</p>	<p>Marsh USA Inc.</p> <p>1166 Avenue of the Americas New York, NY 10036</p>

POLICY PERIOD From: 07/01/2019 To: 07/01/2022
At 12:01AM Standard Time at the Mailing Address Shown Above

Coverage	Limits Of Insurance	
Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated.		
CONTINGENT AUTO LIABILITY	\$ 1,000,000	Each accident
AUTO MEDICAL PAYMENTS	\$ 50,000	Each person
HIRED AUTO PHYSICAL DAMAGE	\$ 50,000	Deductible: \$1,000

The Coverage Territory for Contingent Auto Liability Coverage means:

ANYWHERE IN THE WORLD excluding the "United States" (including its territories and possessions); and except as otherwise limited or extended by this insurance.

"United States" means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

"United States" does not include:

1. The Federated States of Micronesia;
2. The Republic of the Marshall Islands; or
3. The Republic of Palau.
4. Puerto Rico

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. Law, but is at present a U.S. trust territory.

Total Premium

\$ 637.50

By:



Authorized Representative

Contingent Auto Liability Coverage

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CONTINGENT AUTO LIABILITY COVERAGE FORM

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

SECTION I – LIABILITY COVERAGE

A. Insuring Agreement

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

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

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

We will have the right and duty to defend any “insured” against a “suit” asking for such covered 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”. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

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 and 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:

- a. Liability assumed under a sidetrack agreement; or
- b. Coverage provided under this Coverage Form for Hired Auto Physical Damage Coverage.

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. or 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 to be 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 the 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. 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

1. 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.

2. Hired Auto Physical Damage Coverage

- a. 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 payment was made for "loss" to a covered "auto" before we will reimburse you.

b. Coverage 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 contests 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" cause 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 (c) above.

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 in 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

- A. 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.

- B. 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.

SECTION V – AUTO MEDICAL PAYMENTS COVERAGE

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 Auto Medical Payments Coverage, 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; of
 - 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 permission.
 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 \$25,000.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form 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 Auto Medical Payments Coverage:

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.

SECTION VI – 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 do reasonably require.

3. For hired "auto" physical damage coverage to apply, you must also do the following if there is a loss to a hired "auto" or any of its equipment:
 - a. 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.
 - b. 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.
 - c. Assume no obligation, make no payment, or incur no expense other than for hired "auto" physical damage coverage without our consent, except at the insured's own cost.

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 Or 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 the 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 the 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 And 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 as required by applicable motor vehicle insurance law, regulation or other governmental authority and/or financial responsibility law.
 - 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” or “loss” by an agent or “employee” of you will not constitute knowledge by you, unless an “officer” (whether or not an “employee”) or an “officer’s” designee knows about such “accident” or “loss”.

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 VII – 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 semitrailer 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 on 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 of license agreement, except in connection with the 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. “**Officer**” means a person holding any of the office positions created by an organization’s constitution, by-laws or any other similar governing document.

N. “**Pollutants**” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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, other than this policy.

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.

ADDITIONAL INSURED – ORGANIZATIONS (AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU)

This Endorsement applies to the following forms:

CONTINGENT AUTO LIABILITY INSURANCE

The following is added to Section **III – Who Is An Insured**:

- D.** Any organization with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional "insured" in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:
- 1.** Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
 - 2.** Is executed after the date of "loss".
- This paragraph does not apply if:
- a.** The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - b.** You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

All other terms and conditions remain unchanged.

DELETION OF THE FELLOW EMPLOYEE EXCLUSION

This Endorsement applies to the following forms:

CONTINGENT AUTO LIABILITY INSURANCE

The **Fellow Employee** exclusion contained under Section I – Liability Coverage Paragraph C – Exclusions does not apply.

All other terms and conditions remain unchanged.

AMENDMENT – COVERAGE TERRITORY

This Endorsement applies to the following forms:

INTERNATIONAL CONTINGENT AUTO LIABILITY INSURANCE

Definition E. Coverage Territory under **SECTION VII – DEFINITIONS** is replaced by the following:

E. Coverage Territory means “Coverage Territory for Liability Coverages” shown on 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;
2. The United States of America (including its territories and possessions), Puerto Rico, if the “insured’s” responsibility to pay damages is determined in a “suit” on the merits in any country other than the United States of America (including its territories or possessions), Puerto Rico.

INTERNATIONAL WORKERS' COMPENSATION INSURANCE DECLARATIONS

☒ New ☐ Renewal ☐ Reissue ☐ Rewrite
EVEREST NATIONAL INSURANCE COMPANY (A stock company)

477 Martinsville Road

Liberty Corner, NJ 07938-0830

Telephone Number: 800-438-4375

Incorporated under the laws of DELAWARE

Branch Code:

Policy No. MN4ML00178-191

Prior Policy No.

1. Named Insured: University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest Producer: Marsh USA Inc.
- Mailing address: 1260 University of Oregon Eugene, OR 97403 Address: 1166 Avenue of the Americas New York, NY 10036

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

2. The policy period is from 07/01/2019 to 07/01/2022 effective 12:01 a.m. Standard Time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance/Benefits is shown.

- | 3. <u>Coverage</u> | <u>Covered Employees</u> | <u>Benefits Payable</u> |
|---|---|---|
| International Voluntary Workers' Compensation | North American Employees <input checked="" type="checkbox"/> | STATUTORY – according to the "Workers' Compensation Law" |
| | Third Country Employees <input checked="" type="checkbox"/> | STATUTORY – according to the Laws – "DC State of Hire" |
| | Local National Employees <input checked="" type="checkbox"/> | STATUTORY – according to the Laws of the "Country Of Workplace" |

North American Employees and **Third Country Employees** employed by you in the **United States** are covered on a 24 hour basis, while traveling outside the **United States**. **North American Employees** and **Third Country Employees** employed by you in a country other than the **United States** are covered on an employment-only basis, while working in the country to which they are assigned, but on a 24-hour basis while traveling outside the country to which they are assigned.

Repatriation Expense coverage applies to **North American Employees**, **Third Country Employees**, and **Local National Employees**, subject to a Limit of Insurance of \$1,000,000 each employee and \$1,000,000 policy limit.

<u>Coverage</u>	<u>Covered Employees</u>	<u>Limits Of Insurance</u>
Employer's Liability	North American Employees, Third Country Employees, and Local National Employees	Bodily Injury by Accident Each Accident: \$ 1,000,000
		Bodily Injury by Disease Policy Limit: \$ 1,000,000
		Bodily Injury by Disease Each Employee: \$ 1,000,000

International Voluntary Workers' Compensation

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International Voluntary Workers' Compensation

Words and phrases that appear in quotation marks have special meanings and are defined in the definitions section of this policy.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

I. Coverages

A. International Voluntary Workers' Compensation

1. We agree, at your option and on your behalf, to pay voluntarily to your:
 - (a) "North American employees" the compensation, medical and other benefits specified in the "Workers' Compensation Law" of the State(s) designated in the Declarations, in the same manner as if such "North American employees" were covered under the provisions of said Law or Laws.
 - (b) "Third country employees" the compensation, medical and other benefits specified in the respective "Workers' Compensation Law – Country of Origin" in the same manner as if such "third country employees" were covered under the provisions of said Law or Laws.
 - (c) "Local national employees" the compensation, medical and other benefits specified in the respective "Workers' Compensation Law – Country of Workplace" in the same manner as if such "local national employees" were covered under the provisions of said Law or Laws.
2. We further agree, at your option and on your behalf, to pay to your:
 - (a) "North American employees" the compensation, medical and other benefits, in lieu of voluntary payments, for which you become liable under the provisions of a "Workers' Compensation Law" of jurisdictions other than those you have chosen as Voluntary Statutory jurisdictions in the Declarations.
 - (b) "Third country employees" the compensation, medical and other benefits, in lieu of voluntary payments, for which you become liable under the provisions of a "Workers' Compensation Law – Country of Origin" of jurisdictions other than those you have chosen as Voluntary Statutory jurisdictions in the Declarations.
 - (c) "Local national employees" the compensation, medical and other benefits, in lieu of voluntary payments, for which you become liable under the provisions of a "Workers' Compensation Law – Country of Workplace" of jurisdictions other than those you have chosen as Voluntary Statutory jurisdictions in the Declarations.
3. We will cover "endemic disease" as if it were occupational in nature and as if it were included in the provisions of the respective "Workers' Compensation Law", "Workers' Compensation Law – Country of Origin", or "Workers' Compensation Law – Country of Workplace".
4. We will pay on your behalf, up to the corresponding Limits of Insurance for Repatriation Expense, for such additional expenses as may be reasonably incurred, over and above "normal transportation costs", for the repatriation or relocation of injured or sick "North American employees", "third country employees" or "local national employees", including repatriation expenses associated with accompanying spouse and children during temporary business travel provided that:
 - (a) The relocation or repatriation is from the country of injury or disease to a destination in any country other than the country of injury or disease, including the "United States"; and

- (b) The relocation or repatriation is necessary, in the opinion of a third party service provider.
- 5. We will also pay, up to the corresponding Limits of Insurance stated in the Declarations, certain expenses related to the death of your covered employees:
 - (a) The cost of embalment to meet "United States" or other National health standards;
 - (b) All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

B. Employer's Liability

We agree to pay, up to the corresponding Limits of Insurance stated in the Declarations, all sums you legally must pay as damages because of bodily injury to your "North American employees", "third country employees" and "local national employees", provided that the bodily injury arises out of "endemic disease" or arises out of and in the course of the injured employee's employment by you and provided that the bodily injury is covered by this Employer's Liability Insurance.

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, parent, child, brother or sister of your 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.

In some countries, this insurance will serve as primary Employer's Liability insurance because you are not required to purchase "admitted" Employer's Liability Insurance and you do not elect to do so.

In other countries, this insurance will serve as excess insurance over "admitted" Employer's Liability insurance which you are required to purchase or you elect to purchase.

II. Who Is Insured

You are insured if you are an employer named in the Declarations. You are also insured if that employer is a partnership and you are one of its partners.

III. Limits of Insurance

A. Workers' Compensation

1. We will pay promptly when due the benefits of the applicable "Workers' Compensation Law", "Workers' Compensation Law – Country of Origin", or "Workers' Compensation Law – Country of Workplace";
2. Repatriation Expense – Each Employee

The limit shown in the Declarations is the most we will pay for all repatriation expenses covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including "endemic disease".

3. Repatriation Expense – Policy Limit

The limit shown in the Declarations is the most we will pay for all repatriation expense covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including "endemic disease", regardless of the number of employees who sustain bodily injury by accident or bodily injury by disease or bodily injury by "endemic disease".

4. We will not pay any claims for repatriation expense after we have paid the applicable limit of our liability under this coverage.

B. Employer's Liability

Our liability to pay for damages is limited to the Limits of Insurance stated in the Declarations and apply as stated below:

1. Bodily Injury by Accident: The limit shown in the Declarations 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, including an "endemic 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 – policy limit is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, including "endemic disease", regardless of the number of employees who sustain bodily injury by disease. The limit shown for bodily injury by disease – each employee is the most we will pay for all damages because of bodily injury by disease, including "endemic disease", to any one employee.
3. Bodily injury by disease, including "endemic disease", does not include disease that results directly from a bodily injury by accident.
4. We will not pay claims for damages after we have paid the applicable limit of our liability under this insurance.

IV. Additional Coverages

A. Workers' Compensation – Defense

We have the right and the duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle this claim, proceeding or suit.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

B. Employer's Liability – Defense Or Indemnification

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance, except when the Joint Duties in Non-admitted Jurisdictions condition of the Common Policy Provisions applies. We have the right to investigate and settle these claims, proceedings and 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 Insurance as stated in the Declarations.

V. Miscellaneous Coverages

A. Workers' Compensation/Employer's Liability

We will also pay these costs, in addition to other amounts payable under these insurances, as part of any claim, proceeding or suit we defend, or you defend after consultation with us:

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 Workers' Compensation coverage or the Limit of Insurance stated in the Declarations for Employer's Liability coverage;
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.

VI. Exclusions

A. Workers' Compensation

This insurance does not apply to any payments for which you are responsible in excess of the benefits regularly provided by the applicable "Workers' Compensation Law", "Workers' Compensation Law – Country of Origin", or "Workers' Compensation Law – Country of Workplace", 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 applicable "Workers' Compensation Law", "Workers' Compensation Law – Country of Origin", or "Workers' Compensation Law – Country of Workplace".

If we make any payments in excess of the benefits regularly provided by the "Workers' Compensation Law", "Workers' Compensation Law – Country of Origin", or "Workers' Compensation Law – Country of Workplace" on your behalf, you will reimburse us promptly.

In addition, this insurance does not apply:

5. To "local national employees"

BUT

This exclusion does not apply to repatriation expense for "Local National Employees".

B. Employer's Liability

Under Employer's Liability coverage, we will not cover:

1. Liability assumed under a contract. The 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 employed in violation of law with your actual knowledge or 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 la;
7. Bodily injury sustained by any:
 - a. Master or crew member of any vessel;
 - b. Employee in the course of any employment subject to the Longshore and Harbor Workers' Compensation Act (33 USCA Sections 901-950); the Defense Base Act (42 USCA Sections 1651-1654); or the War Hazards Compensation Act (42 USCA Sections 1701-1706; Sections 1711-1717);
 - c. Member of the flying crew of any aircraft.

VII. Conditions

A. Workers' Compensation

This Workers' Compensation insurance applies to bodily injury by accident or bodily injury by disease, including "endemic disease". Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused by or aggravated by the conditions of your employment. Bodily injury by "endemic disease", however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease or bodily injury by "endemic disease" must occur during the policy period.

B. Employer's Liability

This Employer's Liability insurance applies to bodily injury by accident or bodily injury by disease, including "endemic disease". Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you or arise out of "endemic disease".
2. The employment must be necessary or incidental to your work in the policy territory.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Bodily injury by "endemic disease", however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating bodily injury by disease, or bodily injury by "endemic disease", must occur during the policy period.

C. Premium Calculations And Audit

The premium for the operations covered by this insurance is stated in the Premium Statement.

If the premium for this coverage is based upon the number of trips made outside the "United States", then you will give us an estimate of the number of tips and, at our option, the length of trips for the upcoming year.

If the premium for this coverage is based on payroll, the entire gross remuneration estimated to be earned by all covered employees shall be disclosed to us. This remuneration includes Cost of Living, Housing Allotments and other such cash benefits as form part of the Overseas Compensation Package of your employees.

You may elect which employees (including partners, if any) of your company fall within the coverage categories of this insurance by allocating the appropriate payroll amounts for premium purposes.

The premium shown on this statement is a deposit premium only. You shall maintain records of the information necessary for premium computation and shall send copies to us at such times during or after the policy period as we may direct.

You will let us examine and audit all your records that relate to this insurance. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and disbursing data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to develop the final premium.

VIII. Loss Provisions

A. Our Options

1. We can request you, on our behalf, to make payment directly to any person entitled thereto.
2. In a non-admitted jurisdiction we can ask you to investigate, defend and settle claims, proceedings and suits involving your employees. We will reimburse you for the reasonable cost of such investigation, defense and settlement.

B. Arbitration

We are entitled to exercise your rights in the choice of arbitrators and the conduct of any arbitration proceeding.

C. Our Rights To Recover From Others

Under Workers' Compensation coverage, we have your rights and the rights of persons entitled to the benefits of this insurance to recover our payments from anyone liable for the injury.

Under Employer's Liability coverage, we have your rights to recover our payment from anyone liable for an injury covered by this insurance.

In all cases, you will do everything necessary to protect those rights for us and to help us enforce them.

D. Actions Against Us

For Employer's Liability coverage, there will be no right of action against us unless:

1. You have complied with all terms and conditions of this policy.
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as defendant in an action against you to determine your liability.

E. Other Insurance

1. Workers' Compensation

This insurance is intended to be primary insurance for your covered employees whose bodily injuries arise out of and in the course of employment by you outside the "United States" or who contract "endemic disease" while in your employ outside the "United States".

If an injured "North American employee", "third country employee", or "local national employee" is eligible for Workers' Compensation benefits under the laws of countries

other than the "United States", other than the "country of origin", or "country of workplace" to which the employee would be eligible under this insurance, we will not require that said employee or his dependents file claim under that foreign program as a pre-condition to filing claim under this policy.

If an injured employee or his dependents, as described above, actually file claim and receive benefits under such other Workers' Compensation or Social Security plan, whether private or State-sponsored, then we will not pay more than the difference, if any, between the benefits received or payable under that foreign plan and the benefits payable under the applicable Workers' Compensation Laws of:

- a. The "United States";
- b. The "country of origin";
- c. The "country of workplace"; or
- d. Any other country for which you become liable.

We will only pay such difference when the amount of benefit under the foreign plan has been determined and we have satisfactory evidence of such determination.

2. Employer's Liability

If your "admitted" Employer's Liability insurance responds to a claim, proceeding or suit, we will provide excess insurance. If your "admitted" Employer's Liability insurance does not respond to a claim, proceeding or suit for which this insurance grants coverage, we will provide primary insurance.

If you do not have in-force "admitted" Employer's Liability insurance, we will provide primary insurance for a claim, proceeding or suit for which this policy grants coverage.

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance, including self-insurance which results from your failure to comply with "compulsory admitted" Employer's Liability insurance requirements, if any. Subject to any Limits of Insurance that 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 and self-insurance will be equal until the loss is paid.

IX. Special Loss Provisions

A. Workers' Compensation

We may request you to pay benefits directly to injured employees or their dependents. We will reimburse you for payments you make on our behalf, and with our approval.

In most cases, we will make payments directly, at your opinion and on your behalf. We will make voluntary payments only on condition that the employee or dependents receiving such payments execute a full release of all claims against you on account of such injuries or disease as may be required by us and, in addition, execute an assignment to us of any right of action which they may have against any person, firm, corporation or estate, other than you, who is or may be liable for such injury. If we collect by virtue of such assignment an amount in excess of the voluntary payments made or agreed to be made, we will be entitled to, and shall retain from the amount recovered, our expenses incident to such recovery and the amount of payments made or agreed to be made. We will pay any remaining balance of the amount recovered to the person or persons executing such assignments. We will have full power and discretion to proceed against the party at fault or settle with such party upon such terms as may seem desirable to us, either without litigation or during pendency thereof.

B. Amended Currency Provision – Workers' Compensation

We will pay Workers' Compensation losses to your "third country employees" or "local national employees" in the same currency in which you pay the premium of this insurance, meaning that we will generally pay our losses in the currency of the "United States".

We will convert the foreign currency benefit level of the applicable "Workers' Compensation Law – Country of Origin" or "Workers' Compensation Law – Country of Workplace" to U.S. dollars at the free rate of exchange published by Citibank, N.A. as of the date of loss, or, for ongoing disability or medical payments as of the date of the respective payment.

We may also pay losses, at our option and upon request of the injured employee or his dependents, in the currency of the "country of origin" or "country of workplace".

X. Definitions

- A.** "Country of Origin" means any country (except the "United States") of which your "third country employee" is a citizen.
- B.** "Country of Workplace" means the country (except the "United States") in which your "third country employee" is working and gets injured or ill.
- C.** "Endemic disease" means an infectious disease, including diseases which are borne by air, arthropods (i.e. arachnids, crustaceans, insects), blood, food or water, provide that the disease:
 - 1. is indigenous to a particular region outside the "United States"; or
 - 2. occurs in epidemic proportion outside the "United States"
- D.** "Legal permanent resident" means an employee who reside legally and permanently in the "United States" but who are not citizens or nationals of the "United States".
- E.** "Local national employee" means an employee who is a citizen or "permanent resident" of the country of their workplace except the "United States".
- F.** "Normal transportation costs" mean the cost of transporting an employee in good health, and in conformance with your business travel policy, from the country of origin or sickness to a given country of relocation or repatriation.
- G.** "North American employee" means an employee who is a citizen or "legal permanent resident" of the "United States", including its territories and possessions, Puerto Rico or Canada.
- H.** "Permanent resident" means an employee who is not a citizen of the country of his/her workplace but who resides permanently in the country of his/her workplace.
- I.** "Third country employee" means an employee, other than the "North American employee" or "local national employee", who is neither a citizen nor a "permanent resident" of the country of his/her workplace.
- J.** "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of any jurisdiction of the "United States" designated in the Declarations based on your voluntary request, or those of any jurisdiction of the "United States" for which you become liable.

"Workers' Compensation Law" does not mean:

- 1. Federal Workers' Compensation Statutes, the inclusion of which may be arranged by amendment to this insurance;
- 2. Provisions for non-occupational disability benefits;
- 3. "Compulsory admitted" Workers' Compensation insurance or similar laws in the "country of origin".

"Workers' Compensation Law" is extended to include 24-hour coverage for:

- i. "North American employees" employed by you in the "United States", while traveling outside the "United States";
 - ii. "North American employees" employed by you, in a country other than "United States", while traveling outside the country to which they are assigned.
- K. "Workers' Compensation Law – Country of Origin" means the "Workers' Compensation Law", Social Security Law and any Occupational Disease Law of any sovereign state other than the "United States", from which your employee or partner is voluntarily offered, under this insurance, Workers' Compensation benefits based on citizenship.

"Workers' Compensation Law – Country of Origin" also means the "Workers' Compensation Law" and related Laws, as described above, of any sovereign state (except the "United States") for which you become liable to pay Workers' Compensation benefits on a basis other than the citizenship of your covered employees or partners.

"Workers' Compensation Law – Country of Origin" does not mean:

- 1. Provisions for non-occupational disability benefits;
- 2. "Compulsory admitted" Workers' Compensation insurance.

"Workers' Compensation Law – Country of Origin" is extended to include 24-hour coverage for:

- a. "Third country employees" employed by you in the "United States", while traveling outside the "United States";
- b. "Third country employees" employed by you, in a country other than the "United States", while traveling outside the country to which they are assigned.

- L. "Workers' Compensation Law – Country of Workplace" means the Workers' Compensation Law of the country where your employee is working and gets injured or ill.

"Workers' Compensation Law – Country of Workplace" does not mean:

- 1. Provisions for non-occupational disability benefits;
- 2. "Compulsory admitted" Workers' Compensation insurance.

"Workers' Compensation Law – Country of Workplace" is extended to include 24-hour coverage for:

- a. "Local national employees" employed by you in the "United States", while traveling outside the "United States";
- b. "Local national employees" employed by you, in a country other than the "United States", while traveling outside the country to which they are assigned.

INTERNATIONAL BUSINESS TRAVEL ACCIDENT INSURANCE DECLARATIONS

☒ New ☐ Renewal ☐ Reissue ☐ Rewrite
EVEREST NATIONAL INSURANCE COMPANY (A stock company)

477 Martinsville Road

Liberty Corner, NJ 07938-0830

Telephone Number: 800-438-4375

Incorporated under the laws of DELAWARE

Policy No. MN4ML00178-191

Prior Policy No.

Branch Code:

1. Named Insured: University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest Producer: Marsh USA Inc.

Mailing address: 1260 University of Oregon Eugene, OR 97403 Address: 1166 Avenue of the Americas New York, NY 10036

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

2. The policy period is from 07/01/2019 to 07/01/2022 effective 12:01 a.m. Standard Time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance/Benefits is shown.

3. COVERAGE AND LIMITS OF INSURANCE	
a. EMERGENCY MEDICAL REPATRIATION	LIMITS
Per "Insured Person":	\$ 1,000,000
Policy Limit:	\$ 15,000,000
Repatriation of Remains:	\$ 50,000
b. EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE	LIMITS
Per "bodily injury" or sickness:	Excluded
Deductible:	Not Applicable
c. EMERGENCY POLITICAL REPATRIATION	LIMITS
Per "Insured Person" per Loss:	\$ 50,000
d. ACCIDENTAL DEATH AND DISMEMBERMENT	LIMITS
Principal Sum per "Insured Person":	\$ 50,000
Accidental Death and Dismemberment for any one accident for all "Insured Persons":	\$ 1,500,000

Forms Applicable:

BUSINESS TRAVEL ACCIDENT COVERAGE FORM

Total Premium:

\$ 3,579.00



Authorized Representative

BUSINESS TRAVEL ACCIDENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section III – Definitions.

SECTION I – COVERAGES

1. Insuring Agreements

a. Emergency Medical Repatriation

- (1) Subject to the applicable Limits Of Insurance shown in the Declarations and the conditions and exclusions stated below, we will pay on your behalf or reimburse you for, emergency repatriation or evacuation transportation expenses made necessary due to "bodily injury" by accident, illness, or disease including "endemic disease", to your injured, sick or deceased "insured persons" indicated as covered in the Declarations while traveling outside of their country of domicile during "temporary business travel" occurring during the policy period shown in the Declarations. This includes emergency repatriation or evacuation expenses associated with spouse and children who are accompanying the covered "insured person" during "temporary business travel" outside of the country of domicile. The emergency repatriation or evacuation expenses for accompanying spouse or children are subject to the cost of economy class airfare and an incidental expense maximum of \$300 per day and \$5,000 maximum for any one occurrence.
- (2) The repatriation or evacuation must be necessary in the opinion of our approved "medical assistance service" or certified as medically necessary due to severity or nature of the "bodily injury" by a physician.

- (3) The repatriation or evacuation will be from the country where the injury, death, or disease occurred to the destination determined by our approved "medical assistance service" where appropriate treatment can be obtained. If needed due to the seriousness of the sickness or injury, this may include an interim country for preliminary treatment or evaluation in route to the final destination which would be the home country of the "insured person". All repatriation or evacuation must be arranged and authorized in advance by our "medical assistance service" provider.

- (4) We will also pay, subject to the applicable Limits of Insurance, the following repatriation of remains expenses related to the death of your covered "insured person":
 - (a) The cost of embalming or cremation to meet "United States" or other applicable health standards; and
 - (b) All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

b. Emergency Accident And Sickness Medical Expense

- (1) Subject to the applicable Limits of Insurance shown in the Declarations and the conditions and exclusions stated below, we will pay the "reasonable and customary" charges, subject to any deductible, for covered emergency medical expenses incurred for an "insured person" indicated as covered in the Declarations during the policy period shown in the Declarations. The emergency medical expenses must be for "bodily injury" or sickness sustained solely and directly as a result of an identifiable physical injury or sickness caused by an accident or manifested during an "insured journey" and are not due to a "pre-existing condition" other than as provided in the definition of "pre-existing condition". All covered medical expenses must be incurred within 365 days from the date of the "bodily injury" or sickness.

(2) Covered Medical Expenses include the “reasonable and customary” expenses incurred by the covered “insured person” for services and supplies which are recommended by the attending physician or our “medical assistance service” provider including but not limited to:

- (a) The services of a physician or other certified or licensed medical specialists;
- (b) Hospital confinement and use of operating room;
- (c) Anesthetics, x-ray examinations and other laboratory tests as prescribed;
- (d) Ground ambulance service;
- (e) Drugs, medicines and therapeutic services and supplies;
- (f) Dental treatments resulting from accidental injury sustained to sound natural teeth subject to a maximum of \$500 per tooth and an annual aggregate per person of \$3,500; and
- (g) Hotel room charges, subject to a maximum of \$100 per day and \$5,000 per any one occurrence, when quarantined by a duly qualified physician due to either unavailability of a hospital room due to lack of capacity or distance, or to other circumstances beyond the control of the covered “insured person”.

c. Emergency Political Repatriation

Subject to the applicable Limits of Insurance shown on the declarations and the conditions and exclusions stated below, we will reimburse you or your “insured person” for an insured “emergency political repatriation” loss that you incur during the policy period shown in the Declarations arising from an “emergency political repatriation” caused by an “insured event”.

(1) An “emergency political repatriation” loss includes the following expenses:

- (a) Transportation costs for transportation of the “insured person” arranged by our “medical assistance service” provider to the “insured person’s” resident country. If, due to the extent of the emergency situation, the nearest place of safety outside the country where the “insured event” takes place may also be utilized;
- (b) Reasonable accommodation costs up to \$100 per day incurred by you or your “insured person”, for a maximum of seven days during the period of the “insured event”; and

(c) Economy class transportation costs incurred by you or your “insured person” on any licensed common carrier from a published timetable for “emergency political repatriation” of the “insured person”.

(2) An “emergency political repatriation” loss does not include any of the following expenses:

- (a) Costs, fees or expenses incurred by you or your “insured person” for “emergency political repatriation” as a result of a violation by you or your “insured person” 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 “insured person” for “emergency political repatriation” as a result of the failure of you or your “insured person” to properly procure or maintain any 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 “insured person” for “emergency political repatriation” due to a debt, insolvency, commercial failure, property repossession, failure to honor any contractual obligation, bond, license condition, or other financial or legal cause in the country in which the “insured event” takes place;
- (d) Costs, fees or expenses for “emergency political repatriation” by a “local national” “employee” of the country in which the “insured event” takes place;
- (e) Costs, fees or expenses for “emergency political repatriation” caused by or arising out of natural disasters including, but not limited to earthquake, flood, fire, volcanic eruption or windstorm; or
- (f) Costs, fees, or expenses arising out of any nuclear assembly, nuclear components, combustion of nuclear fuel, or contamination by radioactivity.

d. Accidental Death And Dismemberment

- (1) Subject to the applicable Limits of Insurance shown in the Declarations and the conditions and exclusions stated below, we will pay the following limits, on your behalf or reimburse you, for loss to an "insured person" covered in the Declarations resulting from accidental "bodily injury" which is sustained during the term of this policy. The principal sum per "insured person" is the amount specified as such in the Declarations. The aggregate limit is the total for any one accident for all "insured persons". Member shall mean a hand, foot, or eye. The loss of a member shall be the actual severance through or above wrist joints, ankle joints, or joints between the fingers and the hand, or with respect of eyes or hearing, the entire and irrecoverable loss of sight or hearing. The limit for loss of life will also be paid if the body of an "insured person" cannot be located within one year if the "insured person" was a passenger on a conveyance that wrecked.
- (2) If within one year from the date of accident, such injuries shall result in death or dismemberment of the covered "insured person", we will pay the following:
 - (a) Loss of Life or Two or More Members – Principal Sum.
 - (b) Loss of Speech and Hearing – Principal Sum.
 - (c) Loss of Speech or Hearing or One Member – One Half of Principal Sum.
 - (d) Loss of Thumb and Index Finger from Same Hand – One Fourth of Principal Sum.
- (3) Only one amount, the larger applicable amount, shall be payable for all such losses covered under this policy resulting from one accident. For example, if 100% of the principal sum is paid due to loss of life, then no other payments would be made.

2. Exclusions

This insurance does not cover any loss, fatal or non-fatal, caused by or resulting from:

- a. Participation in contests of speed using a motorized vehicle or bicycle;
- b. Routine physicals, lab work, or other examinations including well child care where there is no "bodily injury" or sickness occurring during the "temporary business travel";
- c. Participation in any professional, semi-professional or interscholastic team sports;

- d. Any accident, "bodily injury" or sickness occurring outside of the "coverage territory";
- e. Expenses incurred for weak, strained or flat feet, including corns or calluses; diagnosis and treatment of acne; deviated septum; or congenital conditions;
- f. Any injury caused by or resulting from the covered "insured person" being under the influence of drugs, alcohol or other intoxicants unless prescribed by a physician and taken as prescribed;
- g. Intentionally self-inflicted injuries, suicide or any attempt to commit suicide whether sane or insane;
- h. Service in the military, naval or air service of any country;
- i. Organ transplants;
- j. Operating or learning to operate any aircraft or performing duties as a member of the crew on any aircraft;
- k. Eyeglasses, contact lenses, or hearing aids, unless injury or sickness has caused the impairment of vision or hearing;
- l. Any expenses covered under workers' compensation or other similar governmental "employee" protection programs;
- m. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved and certified as medically necessary by a physician;
- n. Admission to a hospital for the treatment of drug addiction, alcoholism, Acquired Immune Deficiency Syndrome, any mental disorder, circumcision, vaccination, inoculation, change of life treatments, cosmetic surgeries, elective surgeries, plastic surgeries, or aseptic treatments of any description unless necessitated as a result of an injury caused by an accident which occurs during the policy term;
- o. Participation in any of the following hazardous activities: skydiving, parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, caving, zip-lining or motorcycle riding;
- p. Declared or undeclared "war", "terrorism" or any participation in a riot, civil commotion, invasion, insurrection, revolution, or police action;
- q. Treatment provided in a government hospital or clinic or services for which no charge is normally made; or
- r. Expenses which are not exclusively medical in nature.
- s. Participation in an actual or attempted felony;

- t. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices;
- u. Any expenses incurred in a home country of domicile or upon return to the territorial limits of the country of domicile;

SECTION II – GENERAL CONDITIONS

1. Arbitration

Should any dispute arise between you and us under this Coverage Form, the matter in dispute shall be referred to three persons in the state of your domicile, one to be appointed by each of the parties hereto, and the third by the two so chosen who shall act as umpire. Should either you or we fail to appoint an arbitrator or should the two arbitrators so chosen fail to agree on a third arbitrator, then the parties to the arbitration shall apply to the appropriate federal or state court having jurisdiction for the appointment of such arbitrator. The decision of the arbitrators, or that of any two of them, shall be final and for the purpose of enforcing any award, which shall be subject to the maximum limit of liability as stated in the Declarations, their decision may be made a rule of the court.

2. Disclaimer Of Liability

- a. We assume no responsibility for any medical advice or legal counsel given by any medical professional or attorney. You shall not have any legal recourse against the “medical assistance service” by reason of its suggestion to use a specific medical professional or attorney or due to any medical or legal diagnosis, treatment or advice.
- b. An “insured person” is responsible for the cost of services arranged by the “medical assistance service” on behalf of such “insured person” to the extent the cost of services is not covered by insurance. For services for which insurance coverage may be available, the “medical assistance service” will seek payment for cost of services from:
 - (1) Workers’ compensation insurance or foreign voluntary workers’ compensation insurance forming part of this policy or any other policy;
 - (2) Automobile insurance forming part of this policy or any other policy;
 - (3) Travel accident and sickness insurance forming part of this policy or any other policy;

- (4) Kidnap and ransom insurance forming part of this policy or any other policy;
- (5) Health and/or dental insurance, including that provided by any government scheme; and
- (6) Any other insurance available to the “insured person”.

- c. The “medical assistance service” will make every reasonable effort to facilitate payment including but not limited to translating medical bills and providing medical service codes required by insurers. If at the time service is rendered, the “medical assistance service” is not able to confirm applicable insurance, or the “medical assistance service” believes the service is unlikely to be wholly or partly covered by insurance, the “medical assistance service” may ask the “insured person” to authorize charges to credit cards of the “insured person” or otherwise to obtain funds to cover necessary services.

3. Fraudulent Claims

If the claim were in any respect fraudulent or if any fraudulent means or devices be used by you or the “insured person” or anyone acting on your or their behalf to obtain any benefit under this Coverage Form, all benefits in respect of such claim shall be forfeited.

4. Payment Of Claims

With respect to losses suffered by “insured persons” whose permanent, current place of primary residence is outside of the United States of America, we will pay any benefits that may become payable under this policy to you, who:

- a. Will hold such payment in trust for the sole use and benefit of the “insured person” or his or her beneficiary or other person to whom such benefits are payable (the Payee);
- b. Will transmit such payment to such Payee in accordance with the Time of Payment of Claims, and Beneficiary Designation provisions of the General Conditions of this Coverage Form;
- c. Agrees that any such payment made by us to you constitutes a full discharge of our liability with respect to the claim for which payment is made;
- d. Will alone assume full responsibility for the proper application or distribution of such payment;

- e. Will indemnify, defend and hold us harmless for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof; and
- f. With respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at your bank on the date the benefits become payable to convert "United States" dollar-denominated currency into foreign currency.

5. Notice Of Claim

A written Notice of Claim must be given to us within thirty (30) days after the occurrence or commencement of any loss covered by this Coverage Form, or as soon as is reasonably possible. Notice given by or on behalf of the claimant to our Administrative Offices set forth in the Declarations or any authorized agent with information sufficient to identify the "insured person" shall be deemed notice to us.

6. Time Of Payment Of Claims

Amounts payable under this Coverage Form for any loss, other than loss for which this Coverage Form provides any periodic payment, will be paid once we are in receipt of due written Proof(s) of Loss and such loss has been accepted by us. Subject to due written Proof of Loss, all accrued amounts for loss for which this Coverage Form provides periodic payment will be paid at the expiration of each four (4) week period during the continuance of the period for which we are liable, and any balance remaining unpaid upon the termination of liability will be paid once we are in receipt of due written proof.

7. Claims Forms

We will, upon receipt of a Notice of Claim, furnish to the claimant such forms as are usually furnished by us for filing Proof(s) of Loss. If we do not furnish such forms within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Coverage Form as to Proof(s) of Loss upon the claimant having submitted, within the time fixed in this Coverage Form for filing Proof(s) of Loss, written proof covering the occurrence, the character and the extent of the loss for which a claim is being made.

8. Proof(s) Of Loss Written

Proof of Loss must be furnished to us at our Administrative Offices set forth in the Declarations in case of claim for loss for which this Coverage Form provides any periodic payment. Proof(s) of Loss must be furnished within ninety (90) days after the termination of the period for which we are liable, and in case of a claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within these timeframes shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

9. Physical Examination And Autopsy

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose "injury" or "sickness" is the basis of claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

10. Beneficiary Designation

The "insured person's" designated beneficiary for loss of life, dismemberment, loss of sight or hearing is you on behalf of the "insured person".

11. Effective Date And Termination Dates Of Individual Insurance

- a. The persons eligible for inclusion as "insured person" hereunder shall be all eligible persons denoted in the Declarations. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become an "insured person" with respect to such insurance as is afforded by this Coverage Form as applicable to such person's classification.
- b. Any change in the insurance afforded to an "insured person", which results from a change of class of such "insured person", shall become effective on the date such "insured person's" classification changes, provided that, if such "insured person" is absent from active full-time work because of "injury" or "sickness" on the date such changes in coverage would otherwise become effective, such change in coverage shall become effective upon the date such "insured person" returns to active full-time work.

- c. Coverage with respect to any “insured person” within a classification shall immediately terminate on the expiration of the Policy Term or at the time such person ceases to come within any such classification, whichever is earlier; provided however, that such termination shall be without prejudice to any claim originating prior thereto.

SECTION III – DEFINITIONS

- 1. “Bodily injury” means any physical injury, sickness, or disease sustained by a person including any “endemic disease” including death resulting therefrom.

- 2. “Coverage territory” means anywhere in the world, including international waters or airspace, but excluding the “United States”.

Payment of loss under this policy shall only be made in full compliance with all embargos, economic or trade sanction laws or regulations applicable to any insured under this policy, to any claimant and/or to the insurer, its parent company or its ultimate controlling entity, including but not limited to sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

- 3. “Employee” means any of the following if indicated as covered in the Declarations:
 - a. “Expatriate employee”;
 - b. “Local national” or “third country national” that is hired by you to work within the “coverage territory”;
 - c. “Employee” normally employed in the “United States” while on “temporary business travel” outside of the “United States”; and
 - d. Any person who is employed directly by you, receives “remuneration” directly from you, and is subject to your control.
- 4. “Emergency political repatriation” means a repatriation that is not medical in nature and arises from any of the following:
 - a. Governmental officials of the “insured person’s” home country issuing recommendations or advisories that categories of persons which include “insured persons” should leave the country;
 - b. The written declaration by governmental officials that the “insured person” is being expelled or is declared “persona non grata”; or
 - c. The complete seizure, confiscation or expropriation of your property, plant or equipment by recognized governmental officials of the country in which the “insured person” is located.

- 5. “Endemic disease” means any disease which is:
 - a. Infectious and generally recognized as a public health hazard;
 - b. Restricted or peculiar to a locality or region; and
 - c. Not a disease caused or aggravated by the conditions of your employment.
- 6. “Expatriate employee” means an “employee” who is a citizen of the “United States” and is hired to work primarily within the “coverage territory”.
- 7. “Insured event” means the event or action that caused an “emergency political repatriation”.
- 8. “Insured journey” means travel undertaken on behalf of your business and authorized by you provided that the destination is beyond the territorial limits of the “insured person’s” country of citizenship or residence and within the “coverage territory”. “Insured journey” includes up to 14 days of adjacent or interval personal travel by an “insured person” in the course of an “insured journey”.
- 9. “Insured person” means, at your option, also includes volunteers, temporary or leased workers, independent contractors where you have specified coverage by written contract, and any other person specifically designated as an “insured person”. If not specifically designated or described, no other person qualifies as an “insured person”.
- 10. “Local national” means an “employee” who is hired by you to work within his or her country of citizenship or permanent residence and whose usual workplace is located in the “coverage territory”.
- 11. “Medical assistance service” means the specified assistance services provided by our third party vendor to your “insured persons” while they are on “temporary business travel” or while they are employed by you and working outside of their country of citizenship or permanent residence.
- 12. “Pre-existing condition” means any condition for which a licensed physician was consulted, or for which treatment or medication was prescribed, or for which manifestations of symptoms would have caused a person to seek medical advice prior to the effective date of coverage under this policy, and during the previous 12 consecutive months beginning on or after the first day of coverage. The policy contains a sub-limit for benefits for a “pre-existing condition” of \$3,000 covered medical expense for each “insured person” for each injury or sickness subject to a \$500 deductible for each “insured person” for each injury or sickness. This limitation does not apply to benefits provided under repatriation or evacuation.

- 13.** "Reasonable and customary" means an expense which is charged for treatment, supplies or medical services medically necessary to treat an "insured person's" condition that does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.
- 14.** "Temporary business travel" means a trip taken for business purposes by a member of the group of "insured persons" described as covered in the Declarations which is outside of the "insured person's" country of citizenship or residence and undertaken on your behalf. This includes up to 14 days of adjacent or interval personal travel and for "third country national" "employees", "expatriate employees" or "local national" "employees", and includes short term trips to the "United States".
- 15.** "Terrorism" means activities against persons, organizations or property of any nature:
- a.** That involve 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; 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" also includes an act which is verified or recognized by the United States Government as an act of "terrorism".
- 16.** "Third country national" means an "employee" who is not a citizen or permanent resident of the "United States" or the country in which he or she is working.
- 17.** "United States" means the United States of America including its territories and possessions and Puerto Rico.
- 18.** "War" means declared or undeclared warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

POLICY NUMBER:

BUSINESS TRAVEL ACCIDENT
EMNL 01 009 09 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DEFINITION OF "EMPLOYEE"

This endorsement modifies insurance provided under the following:

BUSINESS TRAVEL ACCIDENT COVERAGE

SCHEDULE

Designated Individual(s) or Group(s):


Accompanying Spouse and Children

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Definition **3.** "Employee" in **SECTION III – DEFINITIONS** is amended to include the Designated Individual(s) or Group(s) shown in the Schedule above.

ALL OTHER TERMS AND CONDITONS OF THE POLICY REMAIN UNCHANGED.

RATING SCHEDULE FORM

NAMED INSURED University of Oregon and any of its subsidiaries over which it maintains ownership or majority interest	EFFECTIVE DATE 07/01/2019	POLICY NUMBER MN4ML00178-191																														
IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE.		COUNTERSIGNED BY:  _____ AUTHORIZED REPRESENTATIVE																														
THIS ENDORSEMENT IS USED AS AN OVERFLOW OF THE EXPOSURE, RATE, AND PREMIUM PER LINE OF COVERAGE.																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Line of Coverage</u></th> <th style="text-align: center;"><u>Exposure</u></th> <th style="text-align: center;"><u>Exposure Basis</u></th> <th style="text-align: center;"><u>Rate</u></th> <th style="text-align: center;"><u>Premium (USD)</u></th> </tr> </thead> <tbody> <tr> <td>International General Liability</td> <td style="text-align: center;">497</td> <td style="text-align: center;">Trips</td> <td style="text-align: center;">5.0000</td> <td style="text-align: right;">\$ 6,336.75</td> </tr> <tr> <td>International Contingent Auto Liability</td> <td style="text-align: center;">If Any</td> <td style="text-align: center;">If Any</td> <td style="text-align: center;">Flat</td> <td style="text-align: right;">\$ 637.50</td> </tr> <tr> <td>International Voluntary Workers' Compensation</td> <td style="text-align: center;">497 214,342 72,890 63,000</td> <td style="text-align: center;">Trips NAE Payroll TCE Payroll LNE Payroll</td> <td style="text-align: center;">Trips: \$2.50 NAE: 0.20 TCE: 0.10 LNE: 0.01</td> <td style="text-align: right;">\$ 4,462.50</td> </tr> <tr> <td>International Business Travel Accident</td> <td style="text-align: center;">497</td> <td style="text-align: center;">Trips</td> <td style="text-align: center;">Flat</td> <td style="text-align: right;">\$ 3,579.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Premium:</td> <td style="text-align: right;">\$ 15,015.75</td> </tr> </tbody> </table>			<u>Line of Coverage</u>	<u>Exposure</u>	<u>Exposure Basis</u>	<u>Rate</u>	<u>Premium (USD)</u>	International General Liability	497	Trips	5.0000	\$ 6,336.75	International Contingent Auto Liability	If Any	If Any	Flat	\$ 637.50	International Voluntary Workers' Compensation	497 214,342 72,890 63,000	Trips NAE Payroll TCE Payroll LNE Payroll	Trips: \$2.50 NAE: 0.20 TCE: 0.10 LNE: 0.01	\$ 4,462.50	International Business Travel Accident	497	Trips	Flat	\$ 3,579.00	Total Premium:				\$ 15,015.75
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HOW TO REPORT A CLAIM UNDER THE MASTER POLICY

The following guide has been created to assist you in the event a covered loss occurs. Timely submission of Loss Notices should comply with the terms and conditions of your policy, and will assist us in providing quality claim service.

In the event of a claim involving any of the coverages outlined directly below, Everest Claim has appointed a claim coordinator, Broadspire, to be the first point of contact. Any claim or circumstance which may reasonably be expected to give rise to a claim needs to be reported to Broadspire as soon as possible.

It is crucial that **any and all parts** repaired or replaced **be retained and safeguarded until further notice**. In addition, please retain a copy of any applicable repair invoices.

In the event of an incident involving coverage associated with:	<u>CONTACT</u>	<u>24 Hour Reporting</u>
<ul style="list-style-type: none">• Business Travel Accident• International General Liability• International Property• Contingent Auto Liability• International Voluntary Workers' Compensation	Everest National Insurance Company's Claim Coordinator, <u>Broadspire</u>	<u>Telephone</u> Toll Free US and Canada: 1 (877) 232-0565 International: Collect Call: 1 (847) 719-5022 <u>Email:</u> NOL@choosebroadspire.com

Under the direction of Everest Claim, in the event of a crisis incident involving Kidnap, Ransom or Extortion that may be covered under the terms of the policy, red24's Crisis Response Management Centre should be the first point of contact.

red24's Crisis Response Management Centre is staffed every hour of the day by a multilingual staff to advise, assist or respond, depending on the situation and incident.

In the event of a crisis incident involving:	<u>CONTACT</u>	<u>24 Hour Report Telephone</u>
Kidnap, Ransom or Extortion	red24	1-646-893-0034