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INTERNATIONAL ADVANTAGE®

COMMERCIAL INSURANCE POLICY

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GENERAL INFORMATION PAGE

I. INTRODUCTION

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

II. HOW TO READ THIS POLICY

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

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

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

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

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

III. YOU AND YOUR

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

IV. WE, US, AND OUR

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

V. INSURED

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

VI. WORDS IN QUOTATION MARKS

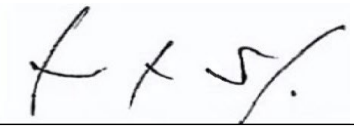
Words and phrases that appear in quotation marks have the special meaning given to them in the **DEFINITIONS** sections of the coverage form in which they appear.

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

ACE AMERICAN INSURANCE COMPANY



Brandon Peene, Secretary



Juan Luis Ortega, President

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GENERAL DECLARATIONS

INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

COMPANY NAME:
ACE AMERICAN INSURANCE COMPANY

POLICY SYMBOL AND NUMBER:
PHF **D95079131 002**
Renewed or in place of:
PHF **D95079131 001**

NAMED INSURED AND MAILING ADDRESS:
Dartmouth College Alumni Organizations
6012 N FAIRBANKS

HANOVER, **NH 03755**

NAMED INSURED IS: Association

POLICY PERIOD:
When Coverage Begins: **04/01/2026**
When Coverage Ends: **04/01/2027**
12:01 A.M. Standard Time at your mailing address shown above

CURRENCY: **U.S. DOLLARS**

PREMIUM:	**2,975 Due When Coverage Begins**

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

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

PRODUCER: Patty Esposito

Code / Office: **380083**

NAME AND MAILING ADDRESS:
MARSH USA LLC
1166 AVENUE OF THE AMERICAS
24TH FLOOR
NEW YORK, NY 10036
Patty.Esposito@marsh.com

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LIABILITY COVERAGES DECLARATIONS
ACE AMERICAN INSURANCE COMPANY

NAMED INSURED:	Dartmouth College Alumni Organizations
and address:	6012 N FAIRBANKS HANOVER NH 03755
POLICY NUMBER: PHFD95079131 002	**POLICY PERIOD:** 04/01/2026 **to** 04/01/2027 **at 12:01 Standard Time at the address shown above**

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
Not Covered	Products-Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury Limit (any one person or organization)
$1,000,000	Damage To Premises Rented to You Limit (any one premises)
$25,000	Medical Expenses Limit (any one person)

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

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

CONTINGENT AUTO LIABILITY COVERAGE FORM

Not Covered	Each Accident

☐ PREMIUM AUDIT APPLIES.

☒ PREMIUM AUDIT DOES NOT APPLY.

COVERAGE TERRITORY FOR LIABILITY COVERAGES

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

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

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

1. indemnify the insured for those sums that the “insured” becomes legally obligated to pay as damages to which the insurance applies and;

2. pay the cost of defense and aid and manage the insured’s defense.

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COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

1. Bankruptcy and Insolvency

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

2. Cancellation

a. The first Named Insured shown in the Declarations ("first Named Insured") may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 90 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If we cancel this policy, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If the first Named Insured cancels this policy, we will send the first Named Insured any premium refund due. The refund may be less than pro rata, and will be calculated using the customary standard short rate scale or the cancellation tables promulgated under the laws of the state shown in the first Named Insured's mailing address on the Declarations, whichever is more beneficial to the first Named Insured. The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

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

4. Concealment, Misrepresentation Or Fraud

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

(1) This policy;

(2) The Covered Property or Covered Auto;

(3) Your interest in the Covered Property or Covered Auto; or

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(4) A claim under this policy.

5. Currency

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

6. Examination Of Your Books And Records

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

7. Inspections And Surveys

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

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

a. Are safe or healthful; or

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

8. Insurance Under Two Or More Coverages

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

9. Liberalization

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

10. Premiums

a. The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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

(1) Paid in accordance with our payment terms;

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

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

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

11. Premium Audit

a. If this policy is subject to audit as designated on the Declarations, then the premium shown on the Declarations is an advance premium. We will compute the final premium due when we determine your actual exposures.

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

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

d. If the first Named Insured does not provide us with all requested information within the time required by us, we will estimate the auditable exposure and calculate the audit premium based on such exposure.

12. Sole Agent

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

13. Transfer Of Rights Of Recovery Against Others To Us

a. Applicable to Property Coverage:

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

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

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

(a) Someone insured by this insurance;

(b) A business firm:

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(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant. You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

b. Applicable to Liability Coverages:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

14. Transfer Of Your Rights And Duties Under This Policy

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

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

15. Unintentional Errors or Omissions

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

16. When We Do Not Renew

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

17. When Your Coverage Begins

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

18. Trade or Economic Sanctions or Other Laws

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

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. Payment

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

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

b. Defense, Investigation or Settlement

(1) We will have the right and duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage". We have the right to settle any such "suit." However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply.

(2) We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

(3) Our right and duty to defend under subparagraph **b.(1)** ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

c. How This Insurance Applies

(1) This insurance applies to "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under paragraph **1.** of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim knew or reasonably could have known that:

i. the "bodily injury" or "property damage" actually or allegedly sustained by the person(s) or organization(s) making the claim or bringing the "suit" had occurred, in whole or in part; or

ii. any "bodily injury" or "property damage" arising out of the same "occurrence" had actually or allegedly been sustained by any other person(s) or organization(s).

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

(2) "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph **1.** of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

(3) "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **1.** of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(b) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions for Coverage A

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

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

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

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

d. Workers' Compensation Or Similar Law

Any obligation of the insured under a "workers' compensation or similar law".

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of or in any way related to "pollution", however caused.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollution"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollution".

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g. Aircraft, Auto, Watercraft

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

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

This exclusion does not apply to:

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

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

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

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

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

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or country where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in paragraph **f.(2)** or **f.(3).** of the definition of "mobile equipment".

h. Mobile Equipment

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

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

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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j. Damage to Property

"Property damage" to:

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

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

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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

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

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

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

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

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n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising injury

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

p. Electronic Data

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

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

q. Nuclear

"Bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any other similar nuclear energy liability insurance underwriting association or organization, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any other law or regulation requiring the insured to maintain such financial protection or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any other country, or any agency thereof, under any agreement entered into by the United States of America, or any other country, or any agency thereof, with any person or organization.

(3) Resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material":

i. is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or

ii. has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

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(c) The “bodily injury” or “property damage” arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”.

r. Asbestos

“Bodily injury” or “property damage” arising out of or in any way related to the actual, alleged or threatened presence of, or exposure to, asbestos in any form, or to any substance produced or released by asbestos, whether or not the asbestos was at any time:

(1) Airborne as a fiber, particle, or dust;

(2) Contained in or formed a part of a product, structure, or other real or personal property;

(3) Carried on clothing;

(4) Inhaled or ingested; or

(5) Transmitted by any other means

and including any:

(1) Claim, “suit”, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, store, handle, transport, abate, remove, contain, treat, dispose of, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or

(2) Claim, “suit”, demand, judgment, obligation, order, request or settlement pertaining to any actual, alleged or threatened injury, cost or damage directly or indirectly from asbestos or associated with the testing for, monitoring, cleaning up, storing, handling, transporting, abating, removing, containing, treating, disposing of, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos by any insured or by any other person; or

(3) Obligation or request to investigate, settle or defend any claim or “suit” alleging any of the above.

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

s. German Environmental Liability Act

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

t. Silica or Silica-Related Dust

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

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

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

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u. Distribution of material in violation of statutes

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

or any similar foreign law.

v. Lead

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

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

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

w. Clinical Trials

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. Payment

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies.

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

b. Defense, Investigation or Settlement

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

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(2) We may, at our discretion, investigate any offense and settle any claim or "suit" that may result; or

(3) Our right and duty to defend under subparagraph b.(1) ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

c. How This Insurance Applies

This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The offense was committed in the "coverage territory" during the policy period and

2. Exclusions For Coverage B

This insurance does not apply to:

a. Knowing Violation of Rights of Another

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

b. Material Published with Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement, or for an "insured contract."

f. Breach of Contract

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

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

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

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h. Wrong Description of Prices

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

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

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

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

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

j. Insureds in Media and Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for third parties; or

(3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms or Bulletin Boards

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

l. Unauthorized Use of Another's Name or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants": or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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o. Asbestos

"Personal and advertising injury" arising out of or in any way related to the actual, alleged or threatened presence of, or exposure to, asbestos in any form, or to any substance produced or released by asbestos, whether or not the asbestos was at any time:

(1) Airborne as a fiber, particle, or dust;

(2) Contained in or formed a part of a product, structure, or other real or personal property;

(3) Carried on clothing;

(4) Inhaled or ingested; or

(5) Transmitted by any other means

and including any:

(1) Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, store, handle, transport, abate, remove, contain, treat, dispose of, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or

(2) Claim, "suit", demand, judgment, obligation, order, request or settlement pertaining to any actual, alleged or threatened injury, cost or damage directly or indirectly from asbestos or associated with the testing for, monitoring, cleaning up, storing, handling, transporting, abating, removing, containing, treating, disposing of, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos by any insured or by any other person; or

(3) Obligation or request to investigate, settle or defend any claim or "suit" alleging any of the above.

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

p. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. German Environmental Liability Act

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

r. Silica or Silica Related Dust

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

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

s. Distribution of Material In Violation of Statutes

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

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

t. Lead

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

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

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

u. Clinical Trials

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

v. Nuclear

"Personal or advertising injury":

(1) With respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any other similar nuclear energy liability insurance underwriting association or organization, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any other law or regulation requiring the insured to maintain such financial protection or any law amendatory thereof, or

(b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any other country, or any agency thereof, under any agreement

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entered into by the United States of America, or any other country, or any agency thereof, with any person or organization.

(3) Resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material":

i. is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or

ii. has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(c) The "personal or advertising injury" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the Policy Period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions for Coverage C

We will not pay for expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

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c. Injury on Normally Occupied Premises

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

d. "Workers' Compensation and Similar Laws"

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

e. Athletics Activities

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

f. Products – Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage **A**.

h. Nuclear

To expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

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

c. The cost of bonds to release attachments, but only for the bond amounts within the applicable Limit of Insurance. We do not have to furnish the bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the Limits of Insurance.

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

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a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract":

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

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

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

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business; or

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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

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

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

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(2) Structural alterations, new construction or demolition operations performed by of on behalf of the manager or lessor of premises

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c. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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

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

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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

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

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

SECTION III - LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

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

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

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

4. Subject to paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

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

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

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

7. Subject to paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured person and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

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

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

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3. Knowledge of Occurrence or Offense

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

4. Legal Action Against Us

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

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

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

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

5. Notice of Occurrence or Offense

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

6. Other Insurance

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

a. Primary Insurance

(1) This insurance is primary when the conditions of that other insurance or any "underlyer policy" do not apply to a loss covered by this insurance, except when the provisions of paragraph **b.** below apply.

(2) If the conditions of that other insurance, not including any "underlyer policy", apply to a loss covered by this insurance and any of that other insurance is primary, we will share with all that other insurance by the method described in paragraph **e.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent, or on any other basis:

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

(b) That is Fire, Extended Coverage, or similar coverage for premises rented to you or temporarily occupied by you with permission of the owner;

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

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

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

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

(a) An "underlyer policy";

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

(c) Issued in this country.

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

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

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

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

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

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

e. Method of Sharing

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

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

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

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7. Representations and Warranties

By accepting this policy, you agree:

a. The statements and warranties in this policy, including, but not limited to, warranties contained within the policy forms, and any statements in the Declarations are accurate and complete;

b. Those statements and warranties constitute representations the first Named Insured shown on the Declarations made to us; and

c. We have issued the policy in reliance upon those representations.

8. Separation of Insureds

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

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state or country where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Biologic" means any product (such as a globulin, serum, vaccine, antitoxin, antigen or analogous product) used in the prevention of treatment of sickness or disease. Biologic products also include blood and blood components used for transfusion or for the manufacture of pharmaceuticals derived from blood and blood components, such as clotting factors.

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "By-product material" has the meaning given in the Atomic Energy Act of 1954, as amended.

6. "Clinical trials" means any organized research, clinical evaluation, testing, study or analysis of products or procedures, which adheres to a written protocol for the same and which provides clinical data for the assessment of the effects of a "pharmaceutical", "biologic", or "medical device" on humans.

7. "Coverage territory" means Coverage Territory for Liability Coverages shown in the Declarations.

The "coverage territory" also includes:

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a. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation from one place to another when both places are within the United States of America (including it's territories and possessions), Puerto Rico and Canada;

b. The United States of America (including its territories and possessions), Puerto Rico and Canada, if the insured's responsibility to pay damages is determined in a "suit" on the merits in any country other than the United States of America (including its territories or possessions), Puerto Rico and Canada.

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

9. **"**Environment" includes any air, land, structure or the air therein, watercourse or water, including underground water.

10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

11. "Hazardous properties" includes radioactive, toxic, or explosive properties;

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

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

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

if such property can be restored to use by:

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

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

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

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(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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

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

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

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

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

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

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

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

17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

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f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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

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

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

18. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel," or **(3)** handling, processing, or packaging "wastes";

c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste";

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

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

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

e. Oral or written publication, in any manner of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

23. "Pharmaceutical" means any substance administered orally, topically, or via injection, to treat, diagnose, cure, mitigate or prevent sickness or disease.

24. "Pollution" includes the actual, alleged or potential presence in or introduction into the "environment" of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous.

25. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

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

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

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

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

26. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

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

29. "Source material" has the meaning given in the Atomic Energy Act of 1954, as amended.

30. "Special nuclear material" has the meaning given in the Atomic Energy Act of 1954, as amended.

31. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

32. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

34. "Underlyer policy" means an insurance policy that is issued by us or requested by us or our affiliated insurance company to be issued to you or one of your subsidiary or affiliated entities.

35. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for the work performed for you.

36. "Waste" for purposes of the **Nuclear** exclusions, means any waste material **(1)** containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content and **(2)** resulting from the operation by any person or organization of any "nuclear facility" included under sub-paragraph **(a)** or **(b)** of the definition of "nuclear facility".

37. "Workers' compensation or similar law" means any workers compensation law, occupational disease law, disability benefits law, or any other legal authority imposing liability for or requiring payment of compensation, benefits, medical care or loss of wages to an "employee" by reason of "bodily injury" or disease arising during the course of employment regardless of whether such payment is required to be made by the employer or any governmental entity.

38. "Your product" means:

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

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(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

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

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

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

39. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

b. The providing of or failure to provide warnings or instructions.

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EMPLOYEE BENEFITS LIABILITY COVERAGE FORM ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) A "claim" for damages, because of a negligent act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period; and

(3) The negligent act, error or omission in the "administration" of your "employee benefit program" was committed entirely within the "Coverage Territory" shown on the **LIABILITY COVERAGES DECLARATIONS**.

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

(1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** above.

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

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

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

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

“Bodily injury”, “property damage” or “personal and advertising injury”.

c. Failure To Perform A Contract

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

d. Insufficiency Of Funds

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

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

Any “claim” based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the “employee benefit program”.

f. Workers' Compensation And Similar Laws

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

g. ERISA

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

h. Available Benefits

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

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i. Taxes, Fines Or Penalties

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

j. Employment-Related Practices

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

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

1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND EMPLOYEE BENEFITS LIABILITY**.

2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

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

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program".

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

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

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

1. Limits Of Insurance for EMPLOYEE BENEFITS LIABILITY COVERAGE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) "Claims" made or "suits" brought;

(3) Persons or organizations making "claims" or bringing "suits";

(4) Acts, errors or omissions; or

(5) Benefits included in your "employee benefit program".

b. The Annual Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

c. Subject to the Annual Aggregate Limit, the Each Claim Limit is the most we will pay for all damages sustained by any "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

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(1) An act, error or omission; or

(2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

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

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

2. Special Deductible for EMPLOYEE BENEFITS LIABILITY COVERAGE

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $1,000 deductible as applicable to each "claim". We will subtract this amount from the amount of damages payable for each "claim".

b. If there is a Deductible Endorsement (however titled) applicable to this Coverage Form, the terms and conditions of such endorsement, including but not limited to the deductible amount, shall apply, and the Special Deductible set forth in **a.** above shall be in addition to such deductible amount.

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

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

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

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

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(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

6. Other Insurance

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

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

1. **"Administration"** means:

   a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

   b. Handling records in connection with the "employee benefit program"; or

   c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

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

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

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

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

   a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

   b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

   c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

   d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

   e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

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

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

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			001
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

BROAD NAMED INSURED

This endorsement modifies coverage under the following:

INTERNATIONAL ADVANTAGE® COMMERCIAL INSURANCE POLICY

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

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

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			002
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

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

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

- [X] **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- [ ] **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CLAIMS MADE**
- [ ] **CONTINGENT AUTO LIABILITY COVERAGE FORM**
- [X] **EMPLOYEE BENEFITS LIABILITY ENDORSEMENT**
- [ ] **EMPLOYERS RESPONSIBILITY COVERAGES**
- [ ] **Endorsement No.**
- [ ] **Endorsement No.**

All other terms and conditions of this policy remain unchanged.

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GPS GLOBAL PROGRAM SOLUTIONS ENDORSEMENT
(Non-Admitted Coverage)

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			003
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy is amended as follows:

FOREIGN ENTITY LOSS PROVISIONS

A. Insuring Agreement

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

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

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

B. Who Is An Insured

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

C. Defense and Supplementary Payments

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

D. Limits of Insurance

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

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

E. Additional Conditions

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

1. Claims Made/Reported Coverage (if applicable)

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

2. Additional Duties Of The "First Named Insured"

a. With respect to a "foreign occurrence" which may result in a claim under this endorsement, the "first named insured" assumes the duty to notify us, and must notify us in accordance with the standards shown in the applicable coverage form, coverage part or endorsement.

b. The "first named insured" will, when directed by us:

(1) retain in its own name, but at our expense, a loss adjusting expert ("loss adjuster") authorized in the jurisdiction or country in which the "foreign loss" occurred and approved by us;

(2) where permitted by applicable law, grant us the full right to collaborate with such loss adjuster;

(3) grant us full access to any records produced by such loss adjuster; and

(4) obtain the right to control the investigation, adjustment, defense and settlement of the "foreign loss" using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

3. Payment As Discharge Of Liability

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

4. Truthfulness and Accuracy of Information

When this endorsement applies:

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

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

F. Additional Definitions

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

1. "Allocated loss adjustment expense" means any:

a. Expenses, costs and interest provided for under this policy that responds to a loss, claim, "suit" or demand, and

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

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

1. the salaries of the employees of any "foreign entity" or of the "first named insured"
2. fees, expenses and interest for legal services not provided to or for the benefit of the "first named insured"; and
3. amounts otherwise reimbursed to the "first named insured" or "foreign entity".

2. "First named insured" means the first Named Insured shown in the Declarations.

3. "Foreign entity" means a person, entity or organization whose principal place of business, statutory domicile or residence is located in a country where we are not permitted to provide insurance without a "license" or the Company does not have an affiliate or partner company in the country to provide insurance coverage for persons or entities insured under the applicable "Who Is An Insured" section of the Policy or any endorsement thereto. Country includes any political jurisdiction that independently regulates the licensing of insurance companies.

4. "Foreign loss" means:

a. Damages, benefits or other amounts for which coverage is provided under this policy, that a "foreign entity" has incurred or becomes legally obligated to pay because of injury, damage, loss, or liability to which this insurance would apply if the "first named insured" were directly liable for such amounts because of acts, errors or omissions of the "first named insured"; and

b. Any reasonable and necessary expenses or costs incurred by a "foreign entity" to which this insurance would apply if we defended the claim or "suit";

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

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5. “Foreign occurrence” means an occurrence, offense, accident, act, error, omission, wrongful act (as any of these terms may be defined in this policy) which may result in a “foreign loss”.

6. “License” or “Licensed” means with respect to any country, permitted in accordance with applicable law to conduct the business of insurance in such country.

All other terms and conditions of this policy remain unchanged.

_____
Authorized Representative

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CRISIS ASSISTANCE EXPENSES ENDORSEMENT

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			004
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

It is agreed that:

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

CRISIS ASSISTANCE EXPENSES

1. Insuring Agreement

a. Payment

(1) We will pay reasonable and necessary "crisis assistance expenses" incurred by the insured arising out of a "crisis event" that first commences during the policy period.

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

(3) Any payment of "crisis assistance expenses" that we make will not be an acknowledgement of coverage under this insurance.

(4) We have no duty to investigate, defend or settle any claim, "suit" or other demand of any nature against any insured or any other person or organization.

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

(6) No other obligation or liability to perform acts or services is covered.

b. How This Insurance Applies

(1) This insurance applies only if:

(a) Such "crisis event" is first reported to us by the insured in writing during the policy period; and

(b) Such "crisis assistance expenses" are directly related to the "crisis event".

(2) A "crisis event" will be deemed to first commence when a "key executive" first becomes aware of such "crisis event".

(3) A "crisis event" will be deemed to end at the earliest of the following times:

(a) 180 days after the notice of such "crisis event" was given to us; or

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

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

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

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

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

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

1. Duties in the Event of a Crisis Event

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

To the extent possible, notice should include:

a. How, when and where the "crisis event" took place;

b. The names and addresses of any injured persons and witnesses;

c. The nature and location of any injury or damage arising out of the "crisis event"; and

d. The reason why the "crisis event" is likely to involve injury or damage to which this insurance applies.

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

2. No Benefit to Others

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

3. Reduction of Expenses

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

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

1. "Crisis assistance expenses" means the following expenses incurred by the insured during a "crisis event" to which this insurance applies which are directly attributable to a "crisis event":

a. Expenses to secure the scene of a "crisis event";

b. Fees charged by a "crisis assistance service provider" for professional service or advice;

c. Funeral or related service expenses;

d. Psychological or grief counseling expenses;

e. Temporary living expenses;

f. Travel expenses; and

g. Any other expense approved by us.

2. "Crisis assistance service provider" means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of

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

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

3. "Crisis event" means an event that you reasonably believe has resulted, or may result in:

a. Damages to which this insurance applies; and

b. Significant adverse regional or national media coverage.

4. "Key executive" means your:

a. Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or such officer's equivalents;

b. President;

c. General counsel;

d. Director or manager (if you are a limited liability company);

e. Member (if you are a partnership, joint venture or limited liability company); or

f. Partner (if you are a partnership).

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			005
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

EXCLUSION - EMPLOYMENT RELATED PRACTICES

This endorsement modifies coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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

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

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

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

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

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

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			006
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

EXCLUSION – WAR OR TERRORISM (CGL AND EBL)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM ENDORSEMENT

It is agreed that:

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

   i. War or Terrorism

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

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

   (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

   (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

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

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

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

   p. War or Terrorism

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

(4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

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

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

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

This insurance does not apply to:

War or Terrorism

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

(4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

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

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

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

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

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

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or

(4) Use, release or escape or nuclear materials; or

(5) Commission or threat of an act that directly or indirectly results or threatens to result in nuclear reaction or radiation or radioactive contamination; or

(6) Dispersal or application of pathogenic or poisonous biological or chemical materials; or

(7) Release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "terrorism" was to release such materials; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

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

"Terrorism" shall also include any incident determined to be such by a government official, department or agency that has been specifically authorized by applicable federal, state, local or municipal statute, law, executive order or other authorizing legal mechanism to make such a determination.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			007
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIABILITY COVERAGES DECLARATIONS

A. This endorsement provides you with limited "electronic data loss" coverage, as set forth below, but only for those losses that fall within the terms of this endorsement.

B. This policy does not provide coverage for claims arising out of an "electronic data loss" other than as provided in this endorsement.

C. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** section of the **LIABILITY COVERAGES DECLARATIONS** is amended by adding the following:

Electronic Data Loss Coverage Limit (Coverage A): $ 1,000,000 Each Occurrence

Electronic Data Loss Coverage Limit (Coverage B): $ 1,000,000 Any One Person or Organization

Electronic Data Loss Aggregate Limit: $ 1,000,000

D. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

1. Exclusion 2.p. of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety and replaced by the following:

Access, Collection, Release, Or Disclosure Of Confidential Or Personal Material Or Information

Damages arising out of an "electronic data event".

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

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

This insurance does not apply to:

Access, Collection, Release, or Disclosure of Confidential or Personal Material Or Information

Damages arising out of an "electronic data event".

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

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

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

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

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

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

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

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

G. For purposes of this endorsement only, the following definitions apply:

1. "Bodily injury" means physical injury, sickness or disease sustained by a natural person, including:

a. death resulting from any of these at any time; or.

b. mental anguish, mental injury or shock that subsequently manifests itself after such physical injury, sickness or disease is sustained by a natural person.

2. "Biometric material or information" means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral

characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity. "Biometric information" includes identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

3. "Electronic data" means any material, information, facts or programs stored as or on, created or used on, or transmitted to or from any computer software or system, including systems and applications software, hard or floppy disks, CD-ROMs, DVD Roms, Blu-ray discs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.

4. "Electronic data event" means:

a. any access to, collection of, release of, or disclosure of any person's or organization's confidential or personal material or information, including

(i) patents;
(ii) trade secrets;
(iii) processing methods;
(iv) customer lists;
(v) financial material or information;
(vi) credit card information;
(vii) health or medical material or information;
(viii) "biometric material or information"; or
(ix) any other type of nonpublic material or information; or

b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

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

5. "Electronic data loss" means damages because of "bodily injury" or "property damage" arising out of an "Electronic data event."

6. "Property damage" means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. "Electronic data" is not tangible property.

7. "Security breach" means any actual, alleged or threatened wrongful access to personal or confidential material or information while in the care, custody or control of, or while held on behalf of any insured.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			008
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

CYBER INCIDENT LIABILITY COVERAGE SUBJECT TO EACH CYBER INCIDENT OCCURRENCE AND AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIABILITY COVERAGES DECLARATIONS

SCHEDULE

Limits of Insurance:

Each Cyber Incident Occurrence Limit: $1,000,000

Cyber Incident Aggregate Limit: $1,000,000

A. Coverage provided by this insurance under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" or "property damage" caused by a "cyber incident" is subject to the Each Cyber Incident Occurrence Limit and Cyber Incident Aggregate Limit as described in Paragraph **D.** of this endorsement.

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

1. The following is added to Exclusion **p.** under Paragraph **2. Exclusions for Coverage A** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

However, this exclusion does not apply to liability for damages because of:

(1) "Bodily injury"; or

(2) "Property damage";

caused by a "cyber incident".

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

This insurance does not apply to:

Cyber Incident Costs Or Expenses

Damages claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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

This insurance does not apply to:

Cyber Incident

“Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

D. The following provisions are added to **SECTION III – LIMITS OF INSURANCE**:

1. Subject to Paragraph **2**. or **3**. of **SECTION III – LIMITS OF INSURANCE**, whichever applies, the Cyber Incident Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of:

a. Damages under **Coverage A**; and

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

because of all "bodily injury" and "property damage" arising out of all "cyber incidents".

2. Subject to the Cyber Incident Aggregate Limit, the Each Cyber Incident Occurrence Limit shown in the Schedule of this endorsement is the most we will pay under **Coverage A** for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence" that is caused by a "cyber incident".

E. For purposes of this endorsement**,** the following definitions apply**:**

1. "Bodily injury" means physical injury, sickness or disease sustained by a natural person, including:

a. death resulting from any of these at any time; or

b. mental anguish, mental injury or shock that subsequently manifests itself after such physical injury, sickness or disease is sustained by a natural person.

2. “Cyber incident" means any:

a. Unauthorized access to or use of any computer system.

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

3. "Electronic data" means any material, information, facts or programs stored as or on, created or used on, or transmitted to or from any computer software or system, including systems and applications software, hard or floppy disks, CD-ROMs, DVD Roms, Blu-ray discs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.

4. "Property damage" means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. “Electronic data” is not tangible property.

All other terms and conditions of this policy remain unchanged.

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CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			009
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

PRODUCTS-COMPLETED OPERATIONS HAZARD EXCLUSION

(with an expanded definition of "Your product")

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

1. The last sentence under the definition of **"Your product"** in **SECTION V – DEFINITIONS** (i.e., "'Your product' does not include vending machines or other property rented to or located for the use of others but not sold") is deleted and replaced with "'Your product' does not include vending machines."

2. The following exclusion is added to **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSIONS:**

   - This insurance does not apply to:

     Products-Completed Operations Hazard

     "Bodily injury" or "property damage":

     1. arising out of the "products-completed operations hazard", or

     2. for which liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" is assumed under any contract or agreement.

3. The following exclusion is added to **SECTION I COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, EXCLUSIONS:**

   - This insurance does not apply to:

     "Personal injury" or "advertising injury":

     1. arising out of the "products-completed operations hazard", or

     2. for which liability included within the "products-completed operations hazard" is assumed under any contract or agreement.

All other terms and conditions of this policy remain unchanged.

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CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			010
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

EXCLUSION – VIOLATION OF LAWS ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

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

2. Exclusions for Coverage A

This insurance does not apply to:

Violation Of Laws Addressing Data Privacy

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

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law;
(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law;
(3) The Children's Online Privacy Protection Act (COPPA), including any amendment of or addition to such law;
(4) Any federal, state or local statute, ordinance, regulation or law other than (1), (2) or (3) above that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, sharing, selling or distribution of any person's or organization's:
    (a) personal material or information;
    (b) financial material or information;
    (c) credit card information;
    (d) health or medical material or information;
    (e) "biometric material or information";
    (f) other material or information subject to protection under any law addressing data privacy or protection; or
(5) The European Union's General Data Protection Regulation or any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that

is similar to any statute, ordinance, regulation or other law described in paragraphs (1) through (4) above.

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

2. Exclusions for Coverage B

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law;
(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law;
(3) The Children's Online Privacy Protection Act (COPPA), including any amendment of or addition to such law;
(4) Any federal, state or local statute, ordinance, regulation or law other than (1), (2) or (3) above that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, sharing, selling or distribution of any person's or organization's:
    (a) personal material or information;
    (b) financial material or information;
    (c) credit card information;
    (d) health or medical material or information;
    (e) "biometric material or information";
    (f) other material or information subject to protection under any law addressing data privacy or protection; or
(5) The European Union's General Data Protection Regulation or any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraphs (1) through (4) above.

C. SECTION V – DEFINITIONS is amended to add the following**:**

"Biometric material or information" means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity. "Biometric material or information" includes identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

All other terms and conditions of this policy remain unchanged.

CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			011
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

COVERAGE TERRITORY ENDORSEMENT

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

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

It is agreed that:

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

COVERAGE TERRITORY FOR LIABILITY COVERAGES

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

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

- [X] Puerto Rico
- [ ] Canada
- [X] Other: Not Applicable

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

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

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

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

- [X] Puerto Rico
- [ ] Canada
- [X] Other: Not Applicable

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

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

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

a. indemnify the "insured" for those sums that the "insured" becomes legally obligated to pay as damages to which this insurance applies and

b. pay the cost of defense and aid and manage the "insured's" defense.

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

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

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

The "coverage territory' also includes:

a. International waters or air space, provided the injury or damage does not occur in the course of travel or transportations from one place to another when both places are not within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement; and

b. The United States of America (including its territories and possessions) if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in any country within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

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

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

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

The "coverage territory' also includes:

a. International waters or air space, provided the injury or damage does not occur in the course of travel or transportations from one place to another when both places are not within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement; and

b. The United States of America (including its territories and possessions) if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in any country within the Coverage Territory for Liability Coverages as shown in the section titled **COVERAGE TERRITORY FOR LIABILITY COVERAGES** on page 1 of this endorsement.

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

ANYWHERE IN THE WORLD but excluding:

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

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

and replacing it with the following:

ANYWHERE IN THE WORLD but excluding:

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

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

3. the following countries:

- [X] Puerto Rico
- [ ] Canada
- [X] Other: Not Applicable

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

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

All other terms and conditions of this policy remain unchanged.

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CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dartmouth College Alumni Organizations			012
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PHF	D95079131 002	04/01/2026 to 04/01/2027	04/01/2026
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			

LOCAL INSURER FINANCIAL IMPAIRMENT COLLECTABILITY ENDORSEMENT

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

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

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

Financial Impairment Collectability

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

2. We have no obligation to pay any:

   a. Amounts within any applicable “retained limit” that would have applied under such “local policy”; or

   b. Claim by any conservator, liquidator or statutory successor of the “local insurer”; or

   c. Amount payable under any insurance policy that is not a “local policy”.

3. When this endorsement applies, the following conditions apply in addition to the conditions provided elsewhere in this policy. The First Named Insured shall:

   a. Take all necessary steps to ensure the insured under the “local policy” pursues all rights available under the “local policy”;

   b. Take all necessary steps to ensure the insured under the “local policy” complies with all duties and obligations under such “local policy”;

   c. Submit, if requested by us, a sworn statement of loss, even if such a statement has already been submitted by the insured under the “local policy”;

   d. Cooperate with us, and take all necessary steps to obtain for our benefit, all possible recoveries or indemnification from whatever source, including without limit governmental or state entities, including guarantee funds; and

   e. Reimburse us for any payment made under this Condition if payment is ultimately made with respect to a previously uncollectible claim under a “local policy”.

4. This endorsement does not apply to any “local policy” issued in any country listed in the below Schedule of Excluded Countries.

5. The following DEFINITIONS are added to the policy, but only to the extent that the provisions contained in this Endorsement otherwise apply:

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

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

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

Schedule of Excluded Countries

None

All other terms and conditions of the policy remain unchanged.

CHUBB®

Chubb Privacy Statement

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

INFORMATION WE COLLECT

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

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

INFORMATION WE DISCLOSE

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

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

THE RIGHT TO VERIFY THE ACCURACY OF INFORMATION WE COLLECT

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

CONFIDENTIALITY AND SECURITY

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

CONTACTING US

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

ACE American Insurance Company
ACE Fire Underwriters Insurance Company
ACE Insurance Company of the Midwest
ACE Property and Casualty Insurance Company
Atlantic Employers Insurance Company
Bankers Standard Fire and Marine Company
Bankers Standard Insurance Company
Century Indemnity Company
Illinois Union Insurance Company
Indemnity Insurance Company of North America
Insurance Company of North America
Pacific Employers Insurance Company
Westchester Fire Insurance Company
Westchester Surplus Lines Insurance Company
ESIS, Inc.

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CHUBB®

Chubb Producer Compensation Practices & Policies

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

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CHUBB®

PREMIUM COLLECTION POLICY

Dear Chubb Global Casualty Producer:

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

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

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

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

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

SEND CHECKS THROUGH REGULAR MAIL

PAYABLE TO:

CHUBB
DEPT CH 10678
PALATINE, IL 60055-0678

OVERNIGHT MAIL

PAYABLE TO:

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

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

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

ABA: 043000261
ACCOUNT: 093-8373

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CHUBB®

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

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

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

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

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

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

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

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CHUBB®

HOW TO REPORT YOUR CLAIMS

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

EMAIL:
ChubbClaimsFirstNotice@chubb.com
(This e-mail address is to be used for new claim reporting only.)

PHONE:
(800) 433-0385 (Business Hours)
(800) 523-9254 (After Hours)

MAIL:
Chubb North American Claims
PO Box 716
Portland, ME 04104

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

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

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

KEY CONTACT NUMBERS FOR EMERGENCY SERVICES

24 Hour Emergency Response Executive Assistance® Services

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

Call to speak to a travel assistance operator:

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

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

CHUBB®

FORMS AND ENDORSEMENTS DECLARATIONS

COMPANY NAME:	ACE AMERICAN INSURANCE COMPANY
NAMED INSURED:	Dartmouth College Alumni Organizations
POLICY NUMBER:	PHFD95079131 002 **DECLARATIONS EFFECTIVE:** 04/01/2026

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

IT7001 (08-2010)	General Declarations
IT7003 (04-2015)	Liability Coverages Declarations
IT7029 (04-2010)	Common Policy Conditions (Effective 4/12/2010)
IT7025 (07-2014)	Commercial General Liability Coverage Form
IT7026 (11-2012)	Employee Benefits Liability Coverage Form Endorsement
IT7101 (09-2011)	Broad Named Insured
IT7325b (01-2016)	GPS Global Program Solutions Endorsement (Non-Admitted Included), LD-34280a (01-16)
LD-34280a (01/16)	GPS Global Program Solutions Endorsement (Non-Admitted Included)
IT7852 (05-2018)	Crisis Assistance Expenses Endorsement
IT7742 (08-2010)	Exclusion - Employment Related Practices
IT7828a (11-2023)	Exclusion - War or Terrorism (CGL and EBL)
IT7377b (05-2024)	Limited Electronic Data Loss Coverage - Access, Collection, Release, Disclosure, Limited Bodily Injury and Property Damage Separate Occurrence and Aggregate Limit
IT7389a (04-2025)	Cyber Incident Liability Coverage Subject To Each Cyber Incident Occurrence And Aggregate Limits
IT7792 (07-2010)	Products-Completed Operations Hazard Exclusion
IT7762 (05-2024)	Exclusion - Violation Of Laws Addressing Data Privacy
IT7142 (04-2015)	Coverage Territory Endorsement
IT7109b (12-2015)	Local Insurer Financial Endorsement

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

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