

POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter “Chubb”) distribute their products through licensed insurance brokers and agents (“producers”). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Exporters Package Portfolio Policy

Insuring your fragile world



CHUBB

International Commercial Insurance

Schedule of Forms

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

The following is a schedule of additional forms included with this policy:

Form Name	Form Number	
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
FRONT PAGE EXPORTERS	FRONT PAGE	(02/05)
SCHEDULE OF FORMS	11-02-0404	(01/89)
COVER PAGE	11-02-0974	(02/99)
PREMIUM STATEMENT - INSURED COPY	11-02-0302	(04/99)
PREMIUM STATEMENT	11-02-0302	(04/99)
DECLARATIONS - GREAT NORTHERN	11-02-0303	(01/89)
INTERNATIONAL COMMON POLICY CONDITIONS	11-02-0300	(02/05)
INTERNATIONAL COMMON POLICY CONDITIONS - CURRENCY REVISED	11-02-1397	(02/10)
GL DECLARATIONS - INTERNATIONAL TERRITORY	11-02-1245	(03/14)
GL CONTRACT	11-02-1220	(09/03)
NON-ACCUMULATION OF LIMITS	11-02-1256	(04/09)
PRODUCTS COMPLETED OPERATIONS EXCLUSION	11-02-0512	(09/03)
GL MANUSCRIPT ENDORSEMENT	11-02-0909	(01/01)
GL MANUSCRIPT ENDORSEMENT	11-02-0909	(01/01)
EXCLUSION - PRIVACY	11-02-1261	(03/04)
EXCLUSION - INTELLECTUAL PROPERTY LAWS OR RIGHTS	11-02-1402	(05/10)
EXCLUSION - POLLUTION	11-02-1432	(02/13)
EXCLUSION - LOSS OF USE OF ELECTRONIC DATA	11-02-1433	(02/13)
EXCLUSION - INFORMATION LAWS, INCLUDING UNAUTHORIZED OR UNSOLICITED COMMUNICATIONS	11-02-1434	(02/13)
EXCLUSION - ALCOHOLIC BEVERAGE TYPE BUSINESS	11-02-2102	(03/13)

Exporters Package Portfolio

DESIGNED FOR:

Insured Name: DARTMOUTH COLLEGE ALUMNI
ORGANIZATIONS

Insured Address: 6012 NORTH FAIRBANKS, 8 CEMETERY LANE
HANOVER, NH 03755

ARRANGED BY:

Agent Name: MARSH USA INC

Agent Address: 1166 AVE OF AMERICAS 37F
NEW YORK , NY 100360000

Important Notice

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

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

The word "insured" means any person or organization qualifying as such under the WHO IS INSURED PROVISION.

Other words, phrases, and Subjects of Insurance that appear in **bold** print have special meanings. Definitions appear throughout the policy.

Amendments and Declarations issued with the policy are effective at policy inception. Amendments and Declarations issued later show their effective dates.

International Commercial Insurance

Premium Statement

**Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889**

Named Insured and Mailing Address

DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
6012 NORTH FAIRBANKS, 8 CEMETERY LANE
HANOVER, NH 03755

Policy Number 9949-13-69 MTO

Effective Date APRIL 01, 2023

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 62631-99999

Incorporated under the laws of
INDIANA

Producer MARSH USA INC
1166 AVE OF AMERICAS 37F
NEW YORK , NY 100360000

Policy Period

From: APRIL 01, 2023 To: APRIL 01, 2024
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Bill Number: 01

Insurance Coverages

Premiums

GENERAL LIABILITY	INCLUDED
Total Premium*	\$2,975.00

*If the Declarations indicate the insurance is subject to audit or reporting option, the premiums stated are estimated and subject to adjustment.

Authorized Representative



International Commercial Insurance

Declarations

**Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889**

Named Insured and Mailing Address

DARTMOUTH COLLEGE ALUMNI
ORGANIZATIONS
6012 NORTH FAIRBANKS, 8
CEMETERY LANE
HANOVER, NH 03755

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Producer No. 62631-99999

*Incorporated under the laws of
INDIANA*

Producer MARSH USA INC
1166 AVE OF AMERICAS 37F
NEW YORK , NY 100360000

Policy Period

From: APRIL 01, 2023 *To:* APRIL 01, 2024
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance is issued by the Great Northern Insurance Company, a stock insurance company, in consideration of payment of the required premium for the insurances attached and for which a Limit of Insurance is shown on the Declarations Pages. Your acceptance of this policy terminates any prior policy of the same number which may have been issued to you by us, effective with the inception of this policy.

This Declarations, together with the most recent Declarations for the Insurances attached, and the Conditions, Loss Provisions, Definitions and Amendments complete the policy.

The Great Northern Insurance Company has issued this policy signed by its President and Secretary, but it will not be valid unless also signed by an authorized representative of the company.

GREAT NORTHERN INSURANCE COMPANY



President



Secretary



Authorized Representative

Chubb. Insured.™

International Common Policy Conditions

Contract

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International Common Policy Conditions

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

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

The following Common Policy Conditions, Common Loss Provisions and Common Policy Definitions are included under each part of the policy, unless otherwise stated.

Common Policy Conditions

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy or during the three years following the last date the policy is in effect.

Cancellation

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

You may cancel a political risk coverage only for termination of the project. We may cancel a political risk coverage only for nonpayment of premium.

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

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

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

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

Changes

This policy can only be changed by a written agreement or amendment that becomes part of this policy. The agreement or amendment must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Common Policy Conditions

(continued)

Compliance With Applicable Trade Sanctions

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

Compulsory Admitted Insurance

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

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

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

Concealment Or Misrepresentation

This insurance is void as to all insureds if, whether before or after loss, you willfully conceal or misrepresent any material fact or circumstance relating to this insurance.

First Named Insured

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

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

Inspections And Surveys

We have the right but are not obligated to:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

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

- are safe or healthful; or

Common Policy Conditions*Inspections And Surveys
(continued)*

- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any other insurer that provides **admitted** insurance at our request, and to rating, advisory, rate service or similar organizations which make insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and amendments attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die or in the case of a business enter receivership, bankruptcy or equivalent proceedings, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

When We Do Not Renew

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

Common Loss Provisions*Advances Or Reimbursements*

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

Control And Cooperation

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

Currency Provision

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

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

Common Loss Provisions

Currency Provision (continued)

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

- on the date of the covered loss or damage for covered loss or damage to other than **money or securities**; or
- the date of the covered loss or damage to **money or securities** is discovered.

Business Income or Extra Expense will be converted at the rate of exchange as published in the Wall Street Journal based on the average of the daily rate of exchange quoted for the period of loss.

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

Insured's Duties In The Event Of Occurrence, Claim Or Suit

In the event of an occurrence, claim or suit, you or any other insured must perform duties set forth in A., B. and C. below.

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

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

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

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

You or any other insured must make this notification:

1. to us;
2. to one of our authorized representatives in the **United States** or Canada;
3. to another member company of the Chubb Group of Insurance Companies; or
4. to any **authorized correspondent**.

For all coverages of this policy, notice of an occurrence, claim or suit made to persons or organizations described in 2, 3, or 4 above will be deemed to be notice of the occurrence, claim or suit made directly to us under this policy, whether the notice to the persons or organizations described in 2, 3, or 4 is made under this policy or under any **controlled admitted** insurance.

- B. Give details, as specified in the Loss Provisions of the respective insurances which comprise this policy.

Common Loss Provisions

Insured's Duties In The Event Of Occurrence, Claim Or Suit (continued)

- C. If necessary, contact our Multinational Claim Unit at:
 Chubb Group of Insurance Companies
 One Financial Center
 Boston, Massachusetts 02111
 Email: mcu@chubb.com
 Facsimile: 1 877 200 5202
 Telephone: 1 877 200 5200
 (Facsimile and Telephone numbers work both in and outside of the US.)

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

- For an occurrence, claim or suit to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or suit, we will consult with you and with any other insured.
- You or any other insured must:
- make such investigation, defense or settlement as we deem reasonable;
 - obtain our approval for any payment;
 - accept a settlement for loss of, or damage to, your property or property of others in your care, custody or control, or for loss of income you incur resulting from loss of, or damage to, property; or
 - effect approved payments to others.

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

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

Common Policy Definitions

Admitted

- Admitted** means a contract of insurance that is issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located and issued to:
- you; or

Common Policy Definitions

Admitted (continued)

- someone (other than you) covering your interests.

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

Authorized Correspondent

Authorized correspondent means any privately controlled insurer, other than a member company of the Chubb Group of Insurance Companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Compulsory Admitted

Compulsory admitted means any **admitted** insurance that is required to be in-force to satisfy the legal requirements of a given jurisdiction, except any such insurance for:

- A. loss of, or damage to, your property or property in your care, custody or control;
- B. loss of income as a consequence of A. above; or
- C. neighbors and tenants liability.

Controlled Admitted

Controlled admitted means any **admitted** insurance that:

- A. we or another member company of the Chubb Group of Insurance Companies issue to you;
- B. any **authorized correspondent** issues to you; or
- C. any Government controlled insurer or State Fund issues to you, but only:
 1. if the kind of insurance and jurisdiction in which it was issued are stated in the Nationalized Insurance Extension amendment; and
 2. that jurisdiction is anywhere:
 - a. privately controlled insurers are prevented by law from doing business; or
 - b. privately controlled insurers are prevented by law from offering the specific kind of insurance you purchase from a Government controlled insurer or State Fund.

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

- we, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent** provide as coinsurer ;
- any privately controlled insurer (other than us, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent**) provides as coinsurer with us, with another member company of the Chubb Group of Insurance Companies with any **authorized correspondent**; or
- any Government controlled insurer or State Fund provides as coinsurer with us, with another member company of the Chubb Group of Insurance Companies or with any **authorized correspondent**.

Common Policy Definitions

(continued)

Independently Contracted Admitted

Independently contracted admitted means any **admitted** insurance:

- issued by any privately controlled insurer, other than us, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent**;
- issued by any Government controlled insurer or State Fund, except when such insurance is **controlled admitted** insurance; or
- that is not otherwise **controlled admitted** insurance.

Money

Money means:

- currency, coins, bank notes or bullion;
- food stamps;
- checks or drafts drawn on any account; or
- travelers checks, registered checks and money orders, held for sale to the public.

Non-Admitted Jurisdiction

Non-admitted jurisdiction means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investigating, settling or defending an occurrence, claim or suit.

Other Non-Admitted

Other non-admitted means any contract of insurance that:

- is issued by a State Fund or an insurer not licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located; and
- is issued to you or any other insured; or
- is issued to someone (other than you or any other insured) covering your interests.

Other non-admitted does not include:

- this contract of insurance; or
- any contract of insurance specifically obtained to apply in excess of the Limits Of Insurance stated in the Declarations of this policy.

Securities

Securities means:

- all negotiable and nonnegotiable instruments or contracts that represent either **money** or other property held by you in any capacity;
- revenue and other stamps in current use;
- tokens;
- tickets; and

**Common Policy
Definitions****Securities
(continued)**

- property of others that you hold as a pledge or as collateral for a loan.

Securities does not mean **money**.

United States

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

United States does not include:

- the Federated States of Micronesia;
- the Republic of the Marshall Islands; or
- the Republic of Palau.

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

International Liability Insurance**Endorsement**

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL COMMON POLICY CONDITIONS

Under Common Loss Provisions, the provision titled Currency Provision is deleted and replaced by the following.

Common Loss Provisions**Currency**

Amounts under this insurance are expressed and payable in United States of America currency.

However, at our discretion, we may pay damages, loss, cost or expense in another currency.

In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency shall be computed as follows:

- with respect to judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement.
- with respect to elements of loss other than payments for judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment for such element of loss.

**Common Loss
Provisions**

*Currency
(continued)*

In no event will any conversion into or from another currency result in any increase in the Limits Of Insurance as expressed in United States of America currency.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, consisting of a large initial 'P' followed by several loops and a final flourish.

Authorized Representative

International General Liability Insurance**Declarations**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
 6012 NORTH FAIRBANKS, 8 CEMETERY LANE
 HANOVER, NH 03755

Policy Number 9949-13-69 MTO

Effective Date APRIL 01, 2023

Issued by the stock insurance company indicated below, herein called the company.
GREAT NORTHERN INSURANCE COMPANY

Producer No. 62631-99999

Incorporated under the laws of
INDIANA

Producer MARSH USA INC
 1166 AVE OF AMERICAS 37F
 NEW YORK , NY 100360000

Policy Period

From: APRIL 01, 2023 To: APRIL 01, 2024
 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage**Limits Of Insurance**

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

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	NOT INCLUDED
EACH OCCURRENCE LIMIT	\$1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT	\$10,000

Coverages
(continued)

Limits Of Insurance

EMPLOYEE BENEFIT PROGRAMS ERRORS OR OMISSIONS	
EMPLOYEE BENEFIT PROGRAMS ACTS, ERRORS OR OMISSIONS AGGREGATE LIMIT	NOT INCLUDED
EACH CLAIM LIMIT	NOT INCLUDED
RETROACTIVE DATE	NOT INCLUDED
PRODUCT WITHDRAWAL EXPENSE	
EACH DEFECT LIMIT	NOT INCLUDED
AGGREGATE LIMIT	NOT INCLUDED
RETAINED LIMITS	NOT INCLUDED
OUR PARTICIPATION SHARE	NOT INCLUDED

COVERAGE TERRITORY

International General Liability Coverage Territory.

Authorized Representative



Chubb. Insured.SM

International General Liability

Contract

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International General Liability

Contract

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

Throughout this contract the words “you” and “your” refer to the named **insured** shown in the Declarations and other persons or organizations qualifying as a named **insured** under this contract. The words “we,” “us” and “our” refer to the Company providing this insurance.

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

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract or in the Common Policy Conditions section.

Coverages

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

- A. **underlying insurance**, by its terms and conditions, applies, or would have applied but for the exhaustion of its limits of insurance by payments of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), to **loss**, then the coverages apply as set forth in the Excess Provision;
- B. **underlying insurance** (other than **required specific insurance**), by its terms and conditions, applies to **loss**, but is not collectible, then the coverages apply as set forth in the Collectibility Provision; or
- C. **underlying insurance**, by its terms and conditions, does not apply to **loss** for reasons other than:
 1. collectibility; or
 2. the exhaustion of its limits of insurance;
 and you have maintained all **required specific insurance**, then the coverages apply as set forth in the Difference In Terms/Conditions Provision.

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

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

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

Coverages

Bodily Injury And Property Damage Liability Coverage (continued)

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

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

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

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

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

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

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

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

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

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

We will make these payments regardless of fault.

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

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

We have no other obligation or liability under this coverage.

International General Liability

Coverages
(continued)

Excess Provision

Subject to all the terms and conditions of this insurance, we will pay that part of **loss** which exceeds the applicable limit of insurance of:

- **controlled admitted** insurance, including any deductible, retention or self-insurance applicable to such **controlled admitted** insurance, but only to the extent that the Limits Of Insurance of this insurance have not been used up by payments made under such **controlled admitted** insurance; or
- **underlying insurance** (other than **controlled admitted** insurance), including any deductible, retention or self-insurance applicable to such **underlying insurance**.

If the applicable limits of insurance of **underlying insurance** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will drop down to apply in excess of the remaining amount of the applicable limits of insurance of **underlying insurance**.
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will apply in place of such **underlying insurance**.

This provision does not apply to any part of:

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

Collectibility Provision

Subject to all the terms and conditions of this insurance, we will pay **loss** to the extent that such **loss** is payable, but not collectible under the terms and conditions of **underlying insurance**. This Collectibility Provision applies only to the extent that **loss** is not collectible under **underlying insurance** because the insurer of such **underlying insurance**:

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

This provision does not apply to:

- A. **loss** to the extent that **required specific insurance**, by its terms and conditions, applies, regardless of whether or not such insurance is available or collectible.
- B. any claim by any conservator, liquidator or statutory successor of any insurer of **underlying insurance**.
- C. any costs or expenses related to any claim or **loss** described in subparagraphs A. or B. above.

Coverages

Collectibility Provision (continued)

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

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

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

Difference In Terms/Conditions Provision

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

This provision does not apply to any part of:

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

Investigation, Defense And Settlements

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

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or for the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

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

- seeking damages to which this insurance does not apply.
- if any insurer of **underlying insurance** has a duty to defend the **insured** against such **suit**.
- brought in a **non-admitted jurisdiction**.

International General Liability

**Investigation, Defense
And Settlements**
(continued)

- if the Excess Provision or Collectibility Provision of this insurance applies.

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

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

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

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

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

**Advances Or
Reimbursements**

Subject to all of the terms and conditions of this insurance and when the Joint Duties In Nonadmitted Jurisdictions condition of the Common Policy Conditions applies, we may, at our discretion, advance or reimburse funds to the **insured** for:

- **loss**; and
- Supplementary Payments.

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

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

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

**Supplementary
Payments**

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

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or
 - b. release attachments;
 but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.

**Supplementary
Payments**
(continued)

- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

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

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

Coverage Territory

**Extended International
General Liability
Coverage Territory**

If Extended International General Liability Coverage Territory is shown in the Coverage Territory section of the Declarations, then, subject to all of the terms and conditions of this insurance, this insurance:

- A. applies anywhere.
- B. does not apply to:
1. **bodily injury** or **property damage** that takes place; or
 2. **advertising injury** or **personal injury** caused by an offense committed;
- in:
- the **United States** or Canada; or
 - international airspace or waters, if such injury or damage occurs or such offense is committed during the course of transportation or travel between places in the **United States** or Canada;

unless a **suit** on the merits (to determine the **insured**'s responsibility to pay damages to which this insurance applies) is brought outside the **United States** and Canada.

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

**International General
Liability Coverage
Territory**

If International General Liability Coverage Territory is shown in the Coverage Territory section of the Declarations, then, subject to all of the terms and conditions of this insurance, this insurance:

- A. applies only to:
1. **bodily injury** and **property damage** that takes place; or
 2. **advertising injury** and **personal injury** caused by an offense committed;
- outside the **United States** and Canada.

International General Liability

Coverage Territory

International General Liability Coverage Territory (continued)

- B. does not apply to:
1. a. **bodily injury** and **property damage** that takes place; or
 - b. **advertising injury** and **personal injury** caused by an offense committed; in international airspace or waters, if such injury or damage occurs or such offense is committed during the course of transportation or travel between places in the **United States** or Canada.
 2. any damages, loss, cost or expense in connection with any **suit** brought in the **United States** or Canada.

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

Who Is An Insured

Sole Proprietorships

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

If you die:

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

Partnerships Or Joint Ventures

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

Limited Liability Companies

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

Other Organizations

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

Who Is An Insured

(continued)

Employees

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

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**.

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

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

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

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

Permissive Users Of Mobile Equipment

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

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

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or

Who Is An Insured**Permissive Users Of
Mobile Equipment
(continued)**

- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to such products (included in the **products-completed operations hazard**).

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

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

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

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

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

Who Is An Insured
(continued)

Lessors Of Premises

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

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

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

Subsidiary Or Newly Acquired Or Formed Organizations

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

- A. a subsidiary organization (other than a joint venture or partnership) of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- B. a subsidiary organization (other than a joint venture or partnership) of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for:
 - 1. **bodily injury** or **property damage** that did not occur; or
 - 2. **advertising injury** or **personal injury** caused by an offense that was not first committed;later than:
 - one hundred eighty (180) days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured**Limitations On Who Is An Insured**
(continued)

- you acquire, either directly or indirectly, for any:
- **bodily injury** or **property damage** that occurred; or
 - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before such acquisition is executed.
- C. No person or organization is an **insured** with respect to the:
1. ownership, maintenance, or use of any assets you acquire;
 2. conduct of any person or organization whose assets, business or organization you acquire; or
 3. conduct of any organization you form;
- during the policy period, either directly or indirectly, for any:
- **bodily injury** or **property damage** that occurs; or
 - **advertising injury** or **personal injury** arising out of an offense first committed; later than:
 - one hundred eighty (180) days after such acquisition or formation is executed; or
 - the end of the policy period;
- whichever comes first, unless:
- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions, and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly when due.
- D. However, paragraph A. above does not apply to liability of the first named **insured** shown in the Declarations as a partner or member of a joint venture or partnership for **loss** resulting from the conduct of such joint venture or partnership.

Limits Of Insurance

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

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

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

Limits Of Insurance

(continued)

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

General Aggregate Limit

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

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

Products-Completed Operations Aggregate Limit

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

Advertising Injury And Personal Injury Aggregate Limit

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

Each Occurrence Limit

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

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

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

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

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

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

Payments That Reduce The Limits Of Insurance

Any payments for **loss** made under:

- this insurance; or
- any **controlled admitted** insurance;

will reduce the amount of the applicable aggregate Limit Of Insurance of this insurance.

Limits Of Insurance

**Payments That Reduce
The Limits Of Insurance
(continued)**

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

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

**Bodily Injury/
Property Damage
Exclusions**

None of the following exclusions, except “Contracts,” “Expected Or Intended Injury” and “Progression Of Known Bodily Injury Or Property Damage,” apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

**Aircraft, Autos Or
Watercraft**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; or
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

**Alcoholic Beverage Type
Business**

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

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**Bodily Injury/
Property Damage
Exclusions**

**Alcoholic Beverage Type
Business
(continued)**

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

Contracts

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

This exclusion does not apply to the liability for damages:

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

**Damage To Alienated
Premises**

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

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

**Damage To Impaired
Property Or Property Not
Physically Injured**

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

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

**Damage To Owned
Property**

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

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

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

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;

**Bodily Injury/
Property Damage
Exclusions**

*Damage To Various
Property Of Others (Care,
Control Or Custody)
(continued)*

- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

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

Damage To Your Product

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

Damage To Your Work

This insurance does not apply to **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

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

Employer's Liability

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

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

*Expected Or Intended
Injury*

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

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

**Bodily Injury/
Property Damage
Exclusions**
(continued)

**Mobile Equipment
Transportation**

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

**Progressions Of Known
Bodily Injury Or Property
Damage**

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any injury or damage **deemed known**, before the beginning of the policy period, to have occurred.

**Advertising Injury/
Personal Injury
Exclusions**

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

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

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

Contracts

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

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

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

**Advertising Injury/
Personal Injury
Exclusions**
(continued)

**Expected Or Intended
Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

**Failure To Conform To
Representations Or
Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

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

Media Type Businesses

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

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**Publications With
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

**Advertising Injury/
Personal Injury
Exclusions**
(continued)

**Wrong Description Of
Prices**

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

**Medical Expenses
Exclusions**

Athletic Activities

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

Injury To Insureds

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

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

**Products-Completed
Operations Hazard**

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

**Workers' Compensation
Or Similar Laws**

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

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 - 1. request, demand, order or regulatory or statutory 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 **asbestos**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others 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 **asbestos**.

Policy Exclusions
(continued)

Employment-Related Practices

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - 1. arrest, detention or imprisonment;
 - 2. breach of any express or implied covenant;
 - 3. coercion, criticism, humiliation, prosecution or retaliation;
 - 4. defamation or disparagement;
 - 5. demotion, discipline, evaluation or reassignment;
 - 6. discrimination, harassment or segregation;
 - 7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 - 8. failure or refusal to advance, compensate, employ or promote;
 - 9. invasion or other violation of any right of privacy or publicity;
 - 10. termination of employment; or
 - 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

- This insurance does not apply to any loss, cost or expense incurred by you or others for any:
- A. enhancement or maintenance of any property; or
 - B. prevention of any injury or damage to any:
 - 1. person or organization; or
 - 2. property you own, rent or occupy.
-

Policy Exclusions

(continued)

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Nuclear Energy

A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by:
 - a. Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;
 - b. any similar insurer or association of insurers in any jurisdiction;
 - c. any sovereign nation, or agency or political subdivision thereof; or
 - d. any multinational government agency or institution;

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

2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to:
 - i. the United States of America Atomic Energy Act of 1954, or any law amendatory thereof;
 - ii. any similar law or directive of any other sovereign nation or agency or political subdivision thereof; or
 - iii. any similar law or directive of any multinational government agency or institution; or

International General Liability

Policy Exclusions

*Nuclear Energy
(continued)*

- b. the insured is, or had this policy not been issued would be, entitled to indemnity from:
 - i. the **United States**, or any agency thereof;
 - ii. any other sovereign nation, or agency or political subdivision thereof; or
 - iii. any multinational government agency or institution;
 under any agreement entered into by the **United States**, or any agency thereof, or by such other sovereign nations, agencies, political subdivisions or institutions as apply, with any person or organizations.

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

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - 1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 - 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
 - 4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or

Policy Exclusions

Pollution (continued)

- b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of a governmental authority or others 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**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Policy Exclusions*(continued)***Recall Of Products,
Work Or Impaired
Property**

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **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.

**Workers' Compensation
Or Similar Laws**

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

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

Conditions**Appeals**

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

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

Arbitration

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

Bankruptcy

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

**Disclosures And
Representations**

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Conditions

Disclosures And Representations (continued)

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

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

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

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

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

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

Maintenance Of Required Specific Insurance

If a Required Specific Endorsement is made a part of this policy, it is agreed that we have issued this insurance in reliance upon representations made by you about any **underlying insurance** that is **required specific insurance**.

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

- is and remains valid and in full force and effect.
- will not be canceled, non-renewed or rescinded without replacement by coverage to which we agree.
- will not materially change, unless we agree otherwise.
- will be materially the same as the prior coverage, unless we agree otherwise.
- is and remains available, regardless of any **financial impairment** of any insurer or any other person or organization.
- will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related cost or expenses (if such costs or expenses reduce such limits).

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

You must notify us as soon as practicable if any **required specific insurance** is no longer valid or in full force and effect.

Conditions

(continued)

Other Insurance

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

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

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

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

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

Premium Audit

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

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

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

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, 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**.

International General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

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

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**).

Such injury, damage, **occurrence**, offense, claim, **suit** or circumstance will be **deemed known** at the earliest time when any such person described above:

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

*Deemed Known
(continued)*

- A. reports all, or any part, of the injury, damage, **occurrence**, offense, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage, **occurrence**, offense or circumstance; or
- C. becomes aware:
1. that the injury or damage has occurred or has begun to occur;
 2. that the offense has been committed or has begun; or
 3. of any actual, alleged or threatened injury, damage, **occurrence**, offense, claim or **suit** in connection with the circumstance.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Employment Severance Law

Employment severance law means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former **employee**, partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former **employee**, partner, director or trustee.

Financially Impaired

Financially impaired means declared or placed in:

- bankruptcy;
- conservation;
- liquidation;
- receivership; or
- rehabilitation,

by a court or regulatory authority having jurisdiction.

Financial Impairment

Financial impairment means a declaration of insolvency by a court of competent jurisdiction, including:

- the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an organization; or
- an organization becoming a debtor in possession.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

International General Liability

Definitions

(continued)

Impaired Property

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

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

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

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

1. that indemnifies an architect, engineer or surveyor for damages arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them.
2. under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured**'s rendering or failure to render professional services, including those described in subparagraph B.1. above and supervisory, inspection, architectural or engineering services.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

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

Leased Worker

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

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Loss

Loss:

- A. means:
 1. damages that an **insured** becomes legally obligated to pay because of **bodily injury, property damage, advertising injury** or **personal injury** to which this insurance applies; and
 2. **medical expenses**.
- B. does not include sums properly deducted for recoveries or salvage.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

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

International General Liability

Definitions
(continued)

Mobile Equipment

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

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

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 - 1. separating the isotopes of plutonium or uranium;
 - 2. processing or utilizing **nuclear spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility

C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:

1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
2. two-hundred-fifty (250) grams of uranium 235; or

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

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

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

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

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

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.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

International General Liability

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Officer

Officer means a person holding any of the officer positions created by an organization’s charter, constitution, by-laws or any other similar governing document.

Other Insurance

Other insurance means any insurance, including any type of self-insurance or other mechanism, providing coverage that this policy also provides.

Other insurance does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person’s right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - 2. violates a person’s right of privacy; or
- E. discrimination, harassment or segregation based on a person’s age, color, national origin, race, religion or sex.

Pollutants

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

Products-Completed Operations Hazard

Products-completed operations hazard:

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
 - 1. products that are still in your physical possession; or
 - 2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

*Products-Completed
Operations Hazard
(continued)*

- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- B. does not include **bodily injury** or **property damage** arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
 2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
 3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

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

Tangible property does not include any software, data or other information that is in electronic form.

Required Specific Insurance

Required specific insurance means **underlying insurance** that is described in any Required Specific Insurance Endorsement.

Suit

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

Temporary Worker

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

Underlying Insurance

Underlying insurance means:

- **controlled admitted** insurance;
- **compulsory admitted** insurance;
- **independently contracted admitted** insurance; or
- insurance that is **other non-admitted**.

International General Liability**Definitions***(continued)***Your Product**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your product:

- A. means any:
1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your Work**Your work:**

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

International Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following provision is added to this policy.

**Non-Accumulation
Of Limits
Of Insurance**

If this insurance contract is one of several insurance contracts (other than **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance) issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any claim that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative



International General Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
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<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Bodily Injury/Property Damage Exclusions Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

<i>Products-Completed Operations Hazard</i>	This insurance does not apply to bodily injury or property damage included within the products-completed operations hazard .
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All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
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<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL LIABILITY INSURANCE – POLICY EXCLUSIONS – TERRORISM AND WAR ENDORSEMENT
ADDED – FORM 11-02-2145 (ED. 4-21)

The following Policy Exclusions are added.

Policy Exclusions**Terrorism**

This insurance does not apply to any damages, loss, cost or expense arising out of or directly or indirectly related to **terrorism**, regardless of whether this insurance would otherwise apply to all or part of any such damages in the absence of any such **terrorism**.

War And Military Action

This insurance does not apply to any damages, loss, cost or expense arising out of or directly or indirectly related to:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power, or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of whether this insurance would otherwise apply to all or part of any such damages in the absence of any such war.

Under Definitions the following definitions is added.

Definitions**Terrorism**

Terrorism means any actual or attempted malicious or violent act by any person, group, organization or government (whether de jure or de facto):

- A. declared by any governmental authority (whether de jure or de facto) to be or to involve terrorism or terroristic conduct; or

B. Which has the effect of:

1. Influencing, intimidating or coercing any government (whether de jure or de facto);
2. causing fear among a general population to advance an ideology, or
3. disrupting any segment of any economy; or

C. in any way designed to:

1. retaliate against a government (whether de jure or de facto);
2. influence, intimidate or coerce any government (whether de jure or de facto);
3. causing fear among a general population to advance an ideology; or
4. disrupt any segment of any economy.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, consisting of a large initial 'P' followed by several loops and a final flourish.

Authorized Representative

International Commercial Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

International Liability Insurance
Form 11-02-2146 (Ed. 3-21) Exclusion - Access To Or Disclosure Of Confidential Or Personal Information – AI/PI Endorsement

Under Advertising Injury/Personal Injury Exclusions, the following exclusion is added:

**Advertising
Injury/Personal Injury
Exclusions**

*Access To Or Disclosure Of
Confidential Or Personal
Information*

This insurance does not apply to any **advertising injury** or **personal injury** arising out of any access to disclosure of any person’s or organization’s confidential or personal information, including any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

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

All other terms and conditions remain unchanged.



Authorized Representative

International General Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Under Definitions, the definition titled Personal injury is deleted and replaced by the following:

Definitions

Personal Injury

Personal injury means injury, other than **bodily injury, property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person’s right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that libels or slanders a person or organization (which does not include disparagement of goods, property or services);
or
- E. discrimination, harassment or segregation based on a person’s age, color, national origin, race, religion or sex.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Exclusion Endorsement

Intellectual Property Laws Or Rights

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
 1. assertion; or
 2. infringement or violation;by any person or organization (including any **insured**) of any **intellectual property law or right**.
 - B. further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
 - C. this exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.
-

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

**Intellectual Property Law
Or Right**

Intellectual property law or right means any:

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

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. [unclear]", written over a horizontal line.

Authorized Representative

International Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Under Policy Exclusions, the exclusion titled Pollution is deleted and replaced by the following. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Policy Exclusions

Pollution

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as **waste** by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or

Policy Exclusions

Pollution (continued)

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- B. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:
 1. was intended by the **insured**;
 2. would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
 3. was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
 4. occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.
- C. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.
- D. subparagraph A.1. above does not apply to:
 1. **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building or heat water for personal use by the building's occupants or guests.
 2. **bodily injury** or **property damage** for which you may be held liable, if
 - a. you are a contractor;

International Liability Insurance

Endorsement

Policy Period APRIL 01, 2023 to APRIL 01, 2024

Effective Date APRIL 01, 2023

Policy Exclusions

Pollution
(continued)

- b. the owner or lessee of such premises, site or location qualifies as an **insured** under the Who Is An Insured section of this policy with respect to your ongoing operations performed for such **insured** at the premises, site or location; and
 - c. such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than such owner or lessee.
- E. subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.
- F. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
- 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense 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**.
- G. paragraph F. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.
- H. this exclusion does not apply to the liability for damages, for **property damage**, to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.
- I. this exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.
-

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Waste

Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



International Liability Insurance***Endorsement***

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement******Loss Of Use Of
Electronic Data***

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

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

**Exclusion
Endorsement**

*Loss Of Use Of
Electronic Data
(continued)*

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. M.", written over a horizontal line.

International Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
<i>Policy Number</i>	9949-13-69 MTO
<i>Insured</i>	DARTMOUTH COLLEGE ALUMNI ORGANIZATIONS
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement***

***Information Laws,
Including Unauthorized
Or Unsolicited
Communications***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened violation of:

- the United States of America CAN – SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.

**Exclusion
Endorsement**

*Information Laws,
Including Unauthorized
Or Unsolicited
Communications
(continued)*

- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, consisting of a large initial 'P' followed by several loops and a final flourish.

International Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 01, 2023 to APRIL 01, 2024
<i>Effective Date</i>	APRIL 01, 2023
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<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 04, 2023

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement***

Alcoholic Beverage Type Businesses This insurance does not apply to any damages, loss, cost or expense for any **bodily injury** or **property damage** for which any person or organization may be held liable by reason of any:

- A. causing or contributing to the intoxication of any person.
- B. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

**Exclusion
Endorsement**

*Alcoholic Beverage Type
Businesses,
(continued)*

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

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

All other terms and conditions remain unchanged.

Authorized Representative

