



CNA PARAMOUNT - INTERNATIONAL

Effective Date: 09/21/2018

Insured Name:

BP3 Global Inc

Policy Number: WP 67 296 2606

Policy Period: 9/21/2018 - 9/21/2019

Producer's Information:

Watkins Insurance Group
3834 Spicewood Springs #100
PO Box 9369
Austin, TX 78759

Producer Code: 5124

CNA Branch Number: 360

CNA Branch Name and Address:

AUSTIN
Plaza of the Americas
600 N. Pearl Street
Dallas, TX 75201 USA

Thank you for choosing CNA!

With your CNA Paramount International package policy, you have insurance coverage tailored to meet the needs of your modern business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services – There When You Need Us

Claims are reported through a single point of entry available 24/7, connecting you to the individuals and information to help you resume your business when you need it most.

To report a claim when calling from within Canada, the United States, the Virgin Islands or Puerto Rico, please call 1-888-202-4966 or fax 1-888-262-2091. When calling from anywhere else in the world, please call 00-1-314-317-3111. Or email us from anywhere at globalclaim@cna.com.

Risk Control Services – Help Avoid A Claim Before It Occurs.

As a CNA policyholder, you have access to certified risk control professionals, risk mitigation programs and online resources to help identify and manage exposures that may disrupt your operation. We collaborate with business leaders to develop customized programs to assist you in safeguarding your assets and improving the bottom line.

To learn how our award-winning Risk Control services can help your business, please call our United States number (866) 262-0540, email us at riskcontrolwebinfo@cna.com, or visit www.cna.com/riskcontrol.

When it comes to providing the coverage, service and resources paramount to your business success ... **we can show**

you more.

**CNA PARAMOUNT - INTERNATIONAL****Policy Declarations**

Policy Issued by:	The Continental Insurance Company CNA Center, Chicago, IL 60606	Policy Number: WP 67 296 2606
		Renewal of
Producer's Information:	Name:Watkins Insurance Group Address:3834 Spicewood Springs #100 PO Box 9369 Austin, TX 78759	Producer Code: 5124
1. Named Insured and mailing address:	Name:BP3 Global, Inc Address:7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES	
2. Coverage Parts:	The coverage parts attached to and forming part of this Policy	General Liability, Employee Benefit Liability, Automobile DIC/Excess Liability, Voluntary Workers' Compensation and Employers' Liability,Business Travel AD&D,Kidnap and Ransom/Wrongful Detention, International Companion Services
3. Policy Period:	Effective date from: <u>September 21, 2018</u> to: <u>July 20, 2019</u>	At 12:01 A.M. Standard Time at Your mailing address shown above
4. Limits of Insurance and Deductibles:		See Coverage Part Declarations
5. Premium, Surcharges, Taxes and Fees at Issuance:		See Coverage Part Declarations for Coverage Part Premium, surcharges, taxes and fees Total Premium and applicable taxes, surcharges and fees \$2,500 Subject to a Minimum Earned Premium of \$2,500 Parts of this policy auditable? N/A

6. Forms and Endorsements Attached to this Policy at Issuance:	See Schedule of Forms and Endorsements
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These Declarations, along with any attached forms and endorsements shall constitute the contract between the **Insureds** and the Insurer.

Form(s) and Endorsement(s) applicable to this Coverage Form and made a part hereof at time of issue:
CNA85049XX (2-16), CNA86784XX (8-16), CNA79418XX (1-18)



CNA PARAMOUNT - INTERNATIONAL

Schedule of Forms and Endorsements

Policy Number:

I. CNA PARAMOUNT

Policy Terms and Conditions

Endorsement Number	Form Title	Form Number	Form Edition
	Coverage Page	CNA85049XX	2-16
	Policy Declarations	CNA62639WW	6-15
	Schedule of Forms and Endorsements	CNA86784XX	8-16
	Common Terms and Conditions	CNA79418XX	1-18

II. POLICY COVERAGE PARTS

Property

Endorsement Number	Form Title	Form Number	Form Edition

General Liability

Endorsement Number	Form Title	Form Number	Form Edition
	General Liability Coverage Part Declarations	CNA74694WW	4-15
	Additional Declarations – General Liability Schedule of Locations and Coverages	CNA75126XX	1-15
	Commercial General Liability Coverage Part	CG0001	4-13
	International Bridge Endorsement	CNA80931XX	7-17
	Technology General Liability Extension Endorsement	CNA74872XX	1-15
	Pollution Exclusion – Time Element Coverage Endorsement	CNA80938XX	6-15
	Pollution Exclusion Amendatory Endorsement	CNA74843XX	1-15
	Silica Exclusion Endorsement	CNA74687XX	1-15
	Fungi/Mold/Mildew/Yeast/Microbe Exclusion Endorsement	CNA74708XX	1-15
	Asbestos Exclusion	CNA74719XX	1-15
	Nuclear Energy Liability Exclusion	CNA80939XX	6-15
	Respirable Dust Exclusion	CNA74712XX	1-15
	Employment-Related Practices Exclusion Endorsement	CNA74761XX	1-15
	Fellow Employee Bodily Injury Endorsement	CNA74893XX	1-15

	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability – with Limited Bodily Injury Exception Endorsement	CNA75089XX	1-15
	Broad Named Insured Including Limited Liability Companies, Partnerships and Joint Ventures Plus Endorsement	CNA82104WW	7-17
	General Aggregate Limit - Per Location Endorsement	CNA75059XX	1-15

Employee Benefits Liability			
Endorsement Number	Form Title	Form Number	Form Edition
	Employee Benefits Coverage Part Declarations	CNA74693WW	8-17
	Additional Declarations – Employee Benefits Liability Schedule of Locations and Coverages	CNA75133XX	1-15
	Employee Benefits Liability Coverage Part - Occurrence	CNA74721XX	1-15
	International Employee Benefits Liability Bridge Endorsement	CNA80927XX	7-17
	Broad Named Insured Including Limited Liability Companies, Partnerships and Joint Ventures Plus Endorsement	CNA89638XX	7-17

Automobile Difference in Conditions / Excess Liability			
Endorsement Number	Form Title	Form Number	Form Edition
	International Automobile DIC/Excess Liability Declarations	CNA85233XX	4-15
	Additional Declarations – International Automobile Difference in Conditions/Excess Liability Coverage Schedule of Coverages	CNA86683XX	8-16
	International Automobile DIC/Excess Liability Coverage Part	WP0009	4-15
	Hired Automobile DIC/Excess Physical Damage Coverage Amendment Endorsement (90 days for Temporary Travel)	CNA85329XX	2-18
	Broad Named Insured Endorsement	CNA85459XX	4-15

Voluntary Workers Compensation and Employers' Liability			
Endorsement Number	Form Title	Form Number	Form Edition
	International Voluntary Workers' Compensation and Employers' Liability Coverage Part Declarations	CNA85234XX	12-16
	Additional Declarations – Foreign Voluntary Workers' Compensation and Employers' Liability Coverage – Schedule of Coverages	CNA86684XX	8-16
	International Voluntary Workers' Compensation and Employers' Liability Coverage Part	WP0010	12-16
	24/7 Coverage for Business Travel and Other Insurance Endorsement	CNA85072XX	4-16

	Political, Security and Natural Catastrophe Evacuation and Relocation Expense Coverage Endorsement	CNA85343XX	2-17
	Amended Definition of Temporary Travel Endorsement	CNA87634XX	12-16
	Amendment – Repatriation Coverage Endorsement	CNA88057XX	2-17
	Amendment – Definitions Endorsement	CNA89412XX	7-17
	Broad Named Insured Endorsement	CNA90730XX	12-17

Business Travel Accidental Death & Disability			
Endorsement Number	Form Title	Form Number	Form Edition
	Business Travel Accidental Death & Dismemberment Coverage Part Declarations	CNA85269XX	8-17
	Business Travel Accidental Death & Dismemberment Coverage Supplemental Declarations	CNA85287XX	3-16
	Business Travel Accidental Death & Dismemberment Coverage Part	CNA85270XX	6-17
	Broad Named Insured Endorsement	CNA90921XX	2-18

Kidnap and Ransom / Wrongful Detention			
Endorsement Number	Form Title	Form Number	Form Edition
	International Kidnap and Ransom/Wrongful Detention Coverage Declarations	CNA85232XX	6-17
	International Kidnap and Ransom/Wrongful Detention Coverage Part	WP0060	4-15
	Direct Payment of Independent Security Consultant	CNA88979XX	6-17
	Expatriate Evacuation and Repatriation Expenses Endorsement	CNA88962XX	6-17
	Threat Response Endorsement	CNA88961XX	6-17
	Broad Named Insured Endorsement	CNA91050XX	2-18
	Extortion for Ransom Endorsement	CNA92327XX	6-18

Ocean Cargo			
Endorsement Number	Form Title	Form Number	Form Edition

III. POLICY ENDORSEMENTS

Endorsement Number	Form Title	Form Number	Form Edition



CNA PARAMOUNT - INTERNATIONAL

Common Terms And Conditions

The Insurer and the **Named Insured**, in consideration of the payment of the premium and in reliance upon all statements made in the application furnished to the Insurer designated in the Policy Declarations, a stock insurance corporation, hereafter called the "Insurer," agree as follows. Terms in bold face type have special meaning as set forth in any applicable First Party Glossary of Defined Terms or in the applicable **coverage parts** of this Policy. All headings are also in bold, whether or not they contain defined terms. See Section X, HEADINGS below.

I. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed to this Policy except in the case of death of a natural person **Named Insured**.

In case of death, the **Named Insured's** rights and duties will be transferred to the **Named Insured's** legal representative while acting within the scope of the duties of a legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the **Named Insured's** property will have the **Named Insured's** rights and duties with respect to that property.

II. BANKRUPTCY

Bankruptcy or insolvency of any **Named Insured** or of the **Named Insured's** estate shall not relieve the Insurer of any of its obligations hereunder.

III. CANCELLATION/NONRENEWAL

A. Insurer's Right to Cancel

The Insurer may cancel this policy by providing to the **First Named Insured** written notice of such cancellation stating when, not less than 10 days thereafter, such cancellation shall be effective if such cancellation is due to non-payment of premium. If cancellation is due to any other reason, such notice shall be provided not less than 90 days thereafter.

B. Named Insured's Right to Cancel

The **First Named Insured** may cancel this Policy by providing the Insurer written notice stating when thereafter such cancellation shall be effective. The mailing or delivery of such notice shall be sufficient.

C. Premium Refund

If this policy is cancelled, the Insurer will send the **First Named Insured** any premium refund due. If the Insurer cancels, the refund will be pro rata. If the **First Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

D. Nonrenewal

If the Insurer decides not to offer any renewal terms for this Policy, the Insurer shall provide written notice to the **Named Insured** at least 60 days prior to the Policy expiration date. The notice shall include the reason for such non-renewal.

E. Notices

If any notice required under this Section is mailed, proof of mailing will be sufficient proof of notice.

IV. CHANGES

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

V. CONTRACT INTERPRETATION

In the event of dispute related to language, coverages, terms and conditions under this contract, the **Named Insured** and the Insurer shall submit the dispute to the jurisdiction of the applicable United States state or federal court in the state in which the **Named Insured** maintains its principal place of business on the first date on which this Policy is effective.

VI. COVERAGE PART TERMS AND CONDITIONS

The terms and conditions of each **coverage part** apply only to that **coverage part** and shall not apply to any other **coverage part**. If any provision in the Common Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **coverage part**, the terms and conditions of such **coverage part** shall control for purposes of that **coverage part**.

VII. CURRENCY

Unless otherwise indicated, all premiums, limits, deductibles and other amounts stated or payable under this Policy are expressed and payable in the currency of the United States of America. If any payments due under this Policy are stated or incurred in a currency other than United States of America dollars, or at our sole discretion are paid in the currency of the country where the loss occurred, payment under this Policy will be made or valued in United States of America dollars, at the rate of exchange published in The Wall Street Journal on the date as specified in the applicable **coverage part**.

VIII. ENTIRE AGREEMENT

The **Named Insureds** agree that this Policy constitutes the entire contract existing between them and the Insurer or any of its agents relating to this insurance.

IX. EXAMINATION OF THE INSURED'S BOOKS AND RECORDS

The Insurer may examine and audit any **Named Insured's** books and records as they relate to this Policy at any time during the policy period and up to 3 years afterward. If this Policy is audited, the premium will be determined using the Insurer's rules, rates, and rating plans in effect as of the inception date of this Policy.

X. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XI. INSPECTIONS AND SURVEYS

The Insurer has the right but not the obligation to:

- A. make inspections and surveys at any time;
- B. provide reports on the conditions it finds;
- C. recommend changes; or
- D. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any entity to provide for the health or safety of workers or the public;
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

XII. LEGAL REQUIREMENTS AND LOCAL INSURANCE

Where the terms of this policy conflict with any law or regulation applicable to non-admitted insurance in any locality where this policy applies, then this policy is amended as necessary to comply with the local law or regulation. The validity of the remaining sections shall not be affected, and the duties and obligations of the **Named Insured** and the Insurer shall remain in full force and effect. Except as provided above, if the terms and conditions of **local insurance** procured by the **Named Insured** conflict with those of this policy, then the terms and conditions of this policy will govern. In no event, however, shall this policy be construed as or amended to become **local insurance**.

XIII. LIBERALIZATION

If the Insurer adopts any revision that would broaden the coverage under this Policy without additional premium within 60 days prior to or during the **policy period**, the broadened coverage will immediately apply to this Policy.

XIV. MAINTENANCE OF LOCAL INSURANCE

All **local insurance** in force at the inception of this Policy must be maintained with the same terms, conditions and limits of insurance during the term of this Policy. If any of those terms, conditions or limits are less favorable at the time of loss, the Insurer will pay only the amount that would have been paid based on **local insurance** terms, conditions and limits in force at inception. If such **local insurance** is not in force or valid at the time of loss, then the Insurer will pay only the amount that would have been paid had such **local insurance** existed.

XV. NAMED INSURED AUTHORIZATION AND NOTICES

The **First Named Insured** agrees that it will act on behalf of all **Named Insureds** with respect to the giving of all notices to the Insurer, the receipt of notices from the Insurer, the payment of the premiums, the receipt of any return premiums that may become due under this Policy, and the acceptance of endorsements.

Any notices required under the CANCELLATION / NON-RENEWAL sections of this Policy shall be provided to the **First Named Insured** at the last known address and to its insurance agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

XVI. NON-ADMITTED INSURANCE

This insurance is non-admitted insurance, and not **local insurance**. The Insurer will not pay for any surcharge, tax, fine or other penalty for non-admitted coverage, whether or not the Insured has procured **local insurance**. The Insurer will not pay any fine or penalty for a **Named Insured's** failure to obtain **local insurance**. The Insurer will not provide any bonds, certificates or other evidence of insurance that are required of **local insurance**.

This Policy is not a substitute for any **compulsory local insurance** regardless of whether it would qualify as **compulsory local insurance** in any given locality or is accepted as such by the appropriate authorities. The **Named Insured** has the sole duty to arrange for **compulsory local insurance**. If the **Named Insured** does not arrange for **compulsory local insurance**, this Policy will respond as if the **Named Insured** had obtained the **compulsory local insurance**.

XVII. NON-PERFORMING INSURANCE

- A. When **loss** is covered by **controlled local insurance**, but such insurance has not paid the **loss** within a reasonable period of time from:
1. (for liability insurance) the date of a final judgment or settlement that determines the amount of **loss** the covered party is legally obligated to pay; or
 2. (for all other insurance) the date that adequate proof of loss was submitted to the insurer of **controlled local insurance**,
- then this insurance will apply to such **loss**. However, this provision does not apply to:
- a. **loss** that is not paid because the **Named Insured** or any other covered party failed to comply with a term or condition of the **controlled local insurance**;
 - b. **loss** covered by, but not collectible from, **required specific insurance**; nor
 - c. demands made by guarantee funds or similar funds, nor by any conservator, liquidator, or statutory successor of any insurer.
- B. Insurance under this provision will be provided according to the terms and conditions of this insurance except that:
1. any deductibles, retentions, or self-insurance applicable to the non-performing insurance will apply to this insurance, unless similar features in this insurance are greater; and
 2. if payments of **loss**-related costs or expenses serve to reduce the limits of the non-performing insurance, then such payments will reduce the applicable limits of this insurance.
- C. As conditions precedent to the coverage provided by this provision, the covered party must:
1. immediately endeavor to notify the Insurer if a **Named Insured's** executive officer, partner, manager, member, or any employee designated to provide such notices, learns that an insurer of **controlled local insurance** has been placed in bankruptcy, conservation, liquidation, receivership or rehabilitation by a governmental authority having jurisdiction;
 2. pursue all rights against the non-performing insurer, and assist the Insurer of this insurance in obtaining all of the covered party's rights and all of the non-performing insurer's rights, and to obtain any and all recoveries or indemnifications from private or governmental guarantors of insurance, including guarantee funds and any similar funds; and
 3. comply with all conditions of this insurance, including submitting copies of **claims** or other material that was already submitted to the non-performing insurer.
- D. The **Named Insured** must promptly reimburse the Insurer for any portion of **loss** the Insurer has paid under this provision that is later paid on behalf of, or reimbursed to, any covered party by any person or entity other than the Insurer of this insurance.
- E. Only for purposes of this provision:
1. **Loss** means the following, but only after deduction of all other recoveries and salvages:
 - a. (for liability insurance) amounts the covered party becomes legally obligated to pay as **damages** because of injury or damage to which this insurance applies; or
 - b. (for all other insurance) loss or damage to which this insurance applies.
 2. **Controlled local insurance** means insurance, other than this insurance, which:
 - a. is provided by a private insurer licensed or permitted by law to write such insurance in a locality where this insurance presents exposure to loss; and

- b. has been issued by the Insurer, or by a subsidiary, parent or sister insurer, or was coordinated by any of these specifically for this insurance program.
3. **Required specific insurance** means local insurance that is described as "required specific insurance" in the Declarations or in an endorsement attached to this policy.

XVIII. NO SUIT AGAINST INSURER

- A. No suit shall be brought under this Policy by anyone other than the **Named Insured**. The **Named Insured** may not bring any such suit, action or legal proceeding unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy and:
1. with respect to any property **coverage part**, the action is brought within 3 years after the date on which the loss or damage occurred or, with respect to any crime coverage, the date the loss was discovered;
 2. with respect to any third party **coverage part**, the amount of the **Named Insured's** obligation to pay shall have been finally determined either by final and nonappealable judgment against the **Named Insured** after trial or by written agreement of the **Named Insured**, the claimant and the Insurer.
- However, if any law prohibits such time limitation then the limitation is amended to equal the minimum time limitation required by such law.
- B. No person or organization shall have any right under this Policy to join the Insurer as a party to any suit against the **Named Insured** to determine the **Named Insured's** liability, nor shall the Insurer be impleaded by the **Named Insured** or their legal representatives in any such suit.

XIX. PREMIUMS

The premiums shown in the Declarations and Schedules were computed based on the Insurer's rules, rates and rating plans in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, the Insurer will compute the premium in accordance with the Insurer's rules, rates and rating plans in effect at that time.

XX. PROHIBITED TRANSACTIONS

This Policy does not apply to any Insured, **Named Insured**, claimant, property, suit, loss or transaction that is uninsurable under any law or regulation of the United States of America applicable to non-admitted insurance, including but not limited to economic or trade sanctions, laws or regulations administered by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.

Chairman

Secretary






CNA PARAMOUNT - INTERNATIONAL

General Liability Coverage Part Declarations

1. Named Insured and mailing address	Name: BP3 Global, Inc Address: 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES																	
2. Type of Organization																		
3. Limits of Insurance, Deductibles	<table><tr><td>Each Occurrence Limit</td><td>\$1,000,000</td></tr><tr><td>Personal & Advertising Injury Limit</td><td>\$1,000,000</td></tr><tr><td>Medical Expense Limit – Any One Person</td><td>\$10,000</td></tr><tr><td>Damage to Premises Rented to You Limit</td><td>\$1,000,000</td></tr><tr><td>Products/Completed Operation Aggregate Limit</td><td>\$2,000,000</td></tr><tr><td>General Aggregate Limit</td><td>\$2,000,000</td></tr><tr><td>Personal & Advertising Injury Aggregate Limit</td><td>\$2,000,000</td></tr><tr><td>DIC Retention Amount</td><td>Not Applicable</td></tr></table>		Each Occurrence Limit	\$1,000,000	Personal & Advertising Injury Limit	\$1,000,000	Medical Expense Limit – Any One Person	\$10,000	Damage to Premises Rented to You Limit	\$1,000,000	Products/Completed Operation Aggregate Limit	\$2,000,000	General Aggregate Limit	\$2,000,000	Personal & Advertising Injury Aggregate Limit	\$2,000,000	DIC Retention Amount	Not Applicable
Each Occurrence Limit	\$1,000,000																	
Personal & Advertising Injury Limit	\$1,000,000																	
Medical Expense Limit – Any One Person	\$10,000																	
Damage to Premises Rented to You Limit	\$1,000,000																	
Products/Completed Operation Aggregate Limit	\$2,000,000																	
General Aggregate Limit	\$2,000,000																	
Personal & Advertising Injury Aggregate Limit	\$2,000,000																	
DIC Retention Amount	Not Applicable																	
4. Premium, Surcharges Taxes and Fees at Issuance	Total Premium for this Coverage Part	\$650																
	Subject to a Minimum Earned Premium of	\$650																

Form(s) and Endorsement(s) applicable to this Coverage Form and made part hereof at time of issuance:
CNA75126XX_012015, CG0001 (4-13), CNA80931XX (7-17), CNA74872XX_012015, CNA80938XX_062015,
CNA74843XX_012015, CNA74687XX_012015, CNA74708XX_012015, CNA74719XX (1-15), CNA80939XX_062015,
CNA74712XX_012015, CNA74761XX_012015, CNA74893XX_012015, CNA75089XX_012015, CNA82104WW (7-17),
CNA75059XX_012015, CNA74928XX_012015

	CNA PARAMOUNT - INTERNATIONAL
	Additional Declarations - General Liability Schedule of Locations and Coverages

				Policy Number:WP 67 296 2606
Policy Level				
Coverage/Hazard Description	Exposure	Premium Basis	Rate	Estimated Premium
41677 - Consultants	\$1,900,000	Payroll	Flat	\$650
Location Level				
Location Number	Location Address:			
Coverage/Hazard Description	Exposure	Premium Basis	Rate	Estimated Premium



CNA PARAMOUNT - INTERNATIONAL

Commercial General Liability Coverage Part

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

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

The word **Insured** means any person or organization qualifying as such under Section II – **Who Is An Insured**.

Other words and phrases that appear in bold have special meaning. Refer to Section V – **Definitions**.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the **Insured** against any **suit** seeking those **damages**. However, we will have no duty to defend the **Insured** against any **suit** seeking **damages** for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for **damages** is limited as described in Section III – **Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the **policy period**; and
- (3) Prior to the **policy period**, no **Insured** listed under Paragraph 1. of Section II – **Who Is An Insured** and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **Insured** or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

- c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **Insured** listed under Paragraph 1. of Section II – **Who Is An Insured** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under Paragraph 1. of Section II – **Who Is An Insured** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:

- (1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;

- (2) Receives a written or verbal demand or claim for **damages** because of the **bodily injury** or **property damage**; or
- (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. **Damages** because of **bodily injury** include **damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

(1) An **employee** of the **Insured** arising out of and in the course of:

- (a) Employment by the **Insured**; or
- (b) Performing duties related to the conduct of the **Insured's** business; or

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

This exclusion applies 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 the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **Insured contract**.

f. Pollution

(1) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**. However, this subparagraph does not apply to:

- (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) **Bodily injury** or **property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than that additional **Insured**; or

(iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;

(b) 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;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any **Insured**; or
- (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor. However, this subparagraph does not apply to:

(i) **Bodily injury** or **property damage** arising out of 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 fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor;

(ii) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

(e) At or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the 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**.

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

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

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

However, this paragraph does not apply to liability for **damages** because of **property damage** that the **Insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

g. **Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

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

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

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

h. **Mobile Equipment**

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

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **Insured**; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

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

j. Damage To Property

Property damage to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – **Limits Of Insurance**.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**;

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

However, this exclusion does not apply to liability for **damages** because of **bodily injury**.

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

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the **Insured** against any **suit** seeking those **damages**. However, we will have no duty to defend the **Insured** against any **suit** seeking **damages** for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for **damages** is limited as described in Section III – **Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period**.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

c. Material Published Prior To Policy Period

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

d. Criminal Acts

Personal and advertising injury arising out of a criminal act committed by or at the direction of the **Insured**.

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

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

j. Insureds In Media And Internet Type Businesses

Personal and advertising injury committed by an **Insured** whose business is:

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

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of **personal and advertising injury** under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- (2) Claim or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. War

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

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

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

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

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

a. **Any Insured**

To any **Insured**, except **volunteer workers**.

b. **Hired Person**

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

c. **Injury On Normally Occupied Premises**

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

d. **Workers' Compensation And Similar Laws**

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

e. **Athletics Activities**

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

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

g. **Coverage A Exclusions**

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the **Insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.
- f. Prejudgment interest awarded against the **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be **damages** for **bodily injury** and **property damage** and will not reduce the limits of insurance.

Our obligation to defend an **Insured's** indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your **spouse** are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an **Insured**. Your members, your partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an **Insured**. Your members are also **Insureds**, but only with respect to the conduct of your business. Your managers are **Insureds**, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an **Insured**. Your **executive officers** and directors are **Insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **Insureds**, but only with respect to their liability as stockholders.
 - e. A trust, you are an **Insured**. Your trustees are also **Insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **Insured**:
 - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are **Insureds** for:
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
 - (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph **(1)(a)** above;
 - (c) For which there is any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) **Property damage** to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this **Coverage Part**.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured** if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. Coverage **A** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. **Insureds**;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. **Damages** under Coverage **A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - c. **Damages** under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all **damages** because of all **personal and advertising injury** sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. **Damages** under Coverage **A**; and
 - b. Medical expenses under Coverage **C**because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for **damages** because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of **bodily injury** sustained by any one person.

The Limits of Insurance of this **Coverage Part** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after issuance for an additional period of less than 12 months. In that case, the additional

period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve us of our obligations under this **Coverage Part**.

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

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

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured 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; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved **Insured** must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

No person or organization has a right under this **Coverage Part**:

- a. To join us as a party or otherwise bring us into a **suit** asking for **damages** from an **Insured**; or
- b. To sue us on this **Coverage Part** unless all of its terms have been fully complied with.

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

4. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a loss we cover under Coverages **A** or **B** of this **Coverage Part**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**.
 - (b) Any other primary insurance available to you covering liability for **damages** arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional **Insured**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the **Insured** against any **suit** if any other insurer has a duty to defend the **Insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-**Insured** amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Coverage Part**.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this **Coverage Part** in accordance with our rules and rates.
- b. Premium shown in this **Coverage Part** as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the **First Named Insured**.
- c. The **First Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Part**, 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.

9. When We Do Not Renew

If we decide not to renew this **Coverage Part**, we will mail or deliver to the **First Named Insured** shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

provided the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.
9. **Insured contract** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **Insured contract**;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
11. **Loading or unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

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

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**; or
- g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

15. Pollutants mean 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.

16. Products-completed operations hazard:

- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or 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 arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

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

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

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

- a. An arbitration proceeding in which such **damages** are claimed and to which the **Insured** must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with our consent.

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

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

21. Your product:

a. Means:

(1) Any 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 business or assets you have acquired; and

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

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. Your work:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

(2) The providing of or failure to provide warnings or instructions.



CNA PARAMOUNT - INTERNATIONAL

International Bridge Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. Under **DEFINITIONS**:

A. The following definition is added:

United States means:

- The United States of America;
- Its territories and possessions, including American Samoa, Guam, and the U.S. Virgin Islands; and
- The Commonwealth of Puerto Rico.

But for the purpose of this insurance, **United States** does not include:

- the Republic of Palau, which despite a Compact of Free Association with the United States, is not subject to U.S. law; nor
- The Commonwealth of the Northern Mariana Islands.

B. The definition of **coverage territory** is deleted in its entirety and replaced by the following:

Coverage territory means anywhere in the world, but excluding:

1. **occurrences** that take place in the **United States** or Canada, but this exclusion does not apply to **occurrences** in Canada that arise out of temporary travel there by **Named Insured employees** who are domiciled in the **United States**;
2. offenses:
 - a. committed in the **United States** or Canada; or
 - b. offenses that take place through the Internet or similar electronic means of communication;but this exclusion does not apply to **personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication if the **Insured's** responsibility to pay **damages** for such an offense is determined in a **suit** on the merits brought outside of the **United States** and Canada;
3. any country or jurisdiction for which payment of loss under this policy would be prohibited under any law or regulation of the United States of America applicable to non-admitted insurance, including but not limited to economic or trade sanctions, laws or regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC); and
4. any country or jurisdiction expressly excluded by an endorsement attached to this policy.

II. Under **COVERAGES**:

- ##### A.
- Where this policy obligates the Insurer to defend the **Insured** against **suits**, but the Insurer is prevented by law or otherwise from fulfilling that duty, the **Insured** must make, or cause to be made, such investigation and defense as may be reasonably necessary. The **Insured** will, subject to written authorization by the Insurer, effect such settlements as the Insurer deems prudent. The Insurer will reimburse the **Insured** for the cost of such investigation, defense or settlement, and will aid the **Insured** in managing the **Insured's** defense. At the Insurer's sole option, the Insurer may assume control of any investigation, defense or recovery, in which event the Insured will have the duty to cooperate with the Insurer in such investigation, defense or recovery.

- B. Notwithstanding anything to the contrary in any liability coverage's **Insuring Agreement**, this policy is not obligated to defend the **Insured** against any **suit** alleging **loss** if **local insurance** or any other insurance has a duty to defend the **Insured** against the **suit**. If no other insurance defends a **suit** to which this insurance would apply in the absence of such other insurance, then this policy will undertake the obligation to defend the **Insured**, but the Insurer will be entitled to the **Insured's** rights against all those other insurers.
- C. Where this policy obligates the Insurer to pay **damages** on the **Insured's** behalf, or to pay medical expenses under Coverage **C**, but the Insurer is prevented by law or otherwise from doing so, the Insurer will indemnify the **Insured** for sums:
- the **Insured** becomes legally obligated to pay as **damages**; or
 - the **Insured** pays as medical expenses;
- to which this insurance applies.

III. Under **WHO IS AN INSURED**, paragraph **3.a.** is deleted and replaced by the following:

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

However, if this policy is endorsed with a **Broad Named Insured** provision or similar provision which allows more than 180 days, then such other provision controls, and the above change to paragraph **3.a.** does not apply.

IV. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **b.(2)** of the condition entitled **Other Insurance** is deleted and replaced by the following:

(2) Relationships To Other Insurance

(a) Difference In Limits (DIL)

This insurance is Difference-In-Limits (DIL) with respect to **local insurance**. This means:

- payments of **loss** made under **local insurance** also reduce the applicable limits of insurance of this insurance; and
- this insurance will not make any payments until all applicable limits of **local insurance** are exhausted.

If **local insurance** payment of **loss**-related costs or expenses serves to reduce the limits of **local insurance**, then such payments also reduce the applicable limits of this insurance.

If limits of this insurance remain, after the applicable limits of insurance of **local insurance** are exhausted by **loss** or by **loss**-related costs and expenses, then this insurance will apply in place of the exhausted **local insurance**. In such an instance, this insurance will apply subject to its own terms and conditions, except that:

- i. Any deductibles, retentions, or self-insurance applicable to the **local insurance** will then apply instead to this insurance, unless similar features in this insurance are greater; and
- ii. If **local insurance** payments of **loss**-related costs or expenses served to reduce the limits of **local insurance**, then such payments will also reduce the applicable limits of this insurance.

(b) Excess Over Other Non-Admitted Insurance

This insurance is excess of any other non-admitted insurance, whether primary, excess, contingent or on any other basis, excepting only insurance purchased specifically to apply in excess of this insurance.

(c) Difference in Conditions (DIC)

If this insurance covers part or all of **loss** that is not covered under the terms and conditions of any **local insurance** nor of any other non-admitted insurance, then with respect to such part of **loss**, this insurance is not excess or DIL, but is primary insurance and will apply as such to the extent that the terms and conditions of this insurance are broader than those of all other applicable insurance, subject to the following:

- i. This insurance will not pay **loss** under this provision if such **loss** would have been covered by **local insurance** or any other insurance but for:
 - exhaustion of the applicable limit of such insurance; or
 - failure by an Insured to comply with one or more terms or conditions of such insurance; or
 - failure of otherwise covered **loss** to satisfy the timing of a triggering event required by the **local insurance**; and
- ii. If a DIC Retention Amount is shown in the Declarations, then this insurance will apply to only to the amount of such **loss** that exceeds the retention amount. If the Insurer, at its sole discretion, pays any portion of the DIC Retention Amount to effect settlement of a **claim**, the **First Named Insured** will promptly reimburse the Insurer for such payments. The DIC Retention Amount applies separately:
 - under Coverage **A**, to each **occurrence**;
 - under Coverage **B**, to each offense;
 - under any other coverage, to each **claim** unless otherwise specified.

V. Under **LIMITS OF INSURANCE**, Paragraph 4. Is deleted and replaced by the following:

4. Personal And Advertising Injury Limits

- a. Subject to Paragraph 2. above (the General Aggregate Limit), the Personal And Advertising Injury Aggregate Limit is the most we will pay under Coverage **B** for **damages** because of **personal and advertising injury**.
- b. Subject to 4.a. above, the Personal and Advertising Injury Each Organization Limit is the most we will pay under Coverage **B** for the sum of all **damages** because of all **personal and advertising injury** sustained by any one person or organization.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. The following conditions are added:

- **Currency**

Unless otherwise indicated, all amounts designated herein are expressed and payable in the currency of the United States of America. In instances where the Insurer opts, or local law requires, that payments be made in local currency, the applicable exchange rate will be that published in the The Wall Street Journal on:

- a. With respect to **damages**, the date the **Insured** became legally obligated to pay the judgment or settlement.
- b. With respect to medical expenses, the date the Insurer or the **Insured** paid the claimant's medical expense.
- c. With respect to costs to investigate or defend a **claim**, the date on which the Insurer or the **Insured** paid the cost;

or if The Wall Street Journal is not published on that date, then on its next publication date.

- **Non-Accumulation of Limits of Insurance**

If the Insurer, in concert with any of the Insurer's affiliates, subsidiaries, partners or associates, has issued more than one policy or **coverage part** that applies to the same **damages** to which this **coverage part** applies, then the total limits of insurance under all such policies or **coverage parts** combined shall not exceed the highest applicable limit under any single such policy or **coverage part**.

B. The condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The **Insured** may waive its rights in writing:

- a. Prior to any known **loss, claim**, accident, offense or **occurrence**; or

- b. After a known **loss, claim**, accident, offense or **occurrence**, but only if the other party is someone insured by this insurance, or is a business firm that owns or controls the **Insured**, or which the **Insured** owns or controls.
- C. The condition entitled **When We Do Not Renew** is deleted. Please refer instead to Condition **III. CANCELLATION/NONRENEWAL** of the **Common Terms and Conditions**.

VII. Under **DEFINITIONS** the following definitions are added:

- **Claim** means:
 - a. a **suit**; or
 - b. a written or oral demand for **damages** alleging injury to which this insurance applies.
- **Compulsory local insurance** means **local insurance** the Insured is legally obligated to carry to satisfy local statute or regulation.
- **Controlled local insurance** means **local insurance** that has been issued by the Insurer or by one of the Insurer's subsidiary, parent or sister insurers, or was coordinated by any of the above specifically for this insurance program.
- **Coverage part** means only those coverage parts designated as included in the **Schedule of Forms and Endorsements**.
- **Damages** means the amount an **Insured** is legally obligated to pay, either through:
 - a. final adjudication of a covered **claim**; or
 - b. through compromise or settlement of a covered **claim** with the Insurer's written consent or direction.
- **Defense costs** means those amounts set forth under the **SUPPLEMENTARY PAYMENTS** section of any applicable **coverage part**.
- **First Named Insured** means the person or organization first listed as a **Named Insured** in the Declarations.
- **Insured** means those persons or organizations as set forth in the section entitled **Who is an Insured**.
- **Local insurance** means insurance, other than this insurance, that the **Insured** obtains from a private insurer licensed or permitted by law to write such insurance in a locality where this insurance presents exposure to loss, or that the **Insured** obtains from a governmental entity authorized to provide such insurance in that locality.
- **Loss** means:
 - a. **damages** that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage, personal and advertising injury** or other injury to which this insurance applies; or
 - b. medical expenses to which Coverage **C** of this insurance applies;
after adjustment for salvage and other recoveries.
- **Named Insured** means the persons or organizations named as such in the Declarations and any other person or organization qualifying as a named insured under this policy.
- **Policy period** means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Policy Declarations, or its earlier cancellation date.
- **Spouse** means any husband or wife or any person qualifying as a domestic partner under any applicable federal, state or local laws or under the **Named Insured's** employee benefit plans.

VIII. In this **coverage part**, wherever the phrase "claim or **suit**" appears, it is deleted and replaced with the defined term **claim**.

IX. In this **coverage part**, any reference to "the Insurer" in this Policy refers to the company providing this insurance.

- X. The **CNA PARAMOUNT INTERNATIONAL Common Terms and Conditions** are amended to delete the conditions entitled "Bankruptcy" and "No Suit Against Insurer" because the conditions section of this **coverage part** has more specific conditions of its own.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to

the extent all of the following apply:

- a. this **Coverage Part** provides such coverage;
- b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSURED'S** Provision requires the **Named Insured** to provide the additional insured such coverage; and
- c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to

the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer

instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
 - b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:
7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
- (1) \$15,000 unless a different amount is shown here: ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and
- This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Pollution Exclusion -Time Element Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the section entitled **Exclusions** is amended to add the following at the end of paragraph **(1)** of the exclusion entitled **Pollution**:

Paragraphs **(1)(a)** and **(1)(d)** of this exclusion do not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

1. The discharge, dispersal, release or escape must be neither expected nor intended by any **Insured**;
2. The discharge, dispersal, release or escape must begin during the **policy period**;
3. The discharge, dispersal, release or escape must be physically evident to the insured or to another party within 72 hours after it begins;
4. The initial **bodily injury** or **property damage** caused by the discharge, dispersal, release or escape must begin within 72 hours after the discharge, dispersal, release or escape begins; and
5. Notwithstanding anything to the contrary in the Condition entitled **Duties In The Event Of Occurrence, Offense, Claim or Suit**, all **claims** made against any **Insured** must be reported to the Insurer as soon as practicable, but in no event later than 30 days after termination of the **policy period**.

If the Insured and the Insurer should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all five enumerated conditions are met rests with the Insured, at the Insured's own expense. Until the Insurer accepts such proof, the Insurer may, but is not obligated to, defend any **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL
Pollution Exclusion Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES, Coverage A, Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete paragraph **(2)** of exclusion **f. Pollution**, in its entirety, and replace it with the following:

This insurance does not apply to:

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

- (a)** request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, **pollutants**; or
- (b) Claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **(1)** of this exclusion, then neither will paragraph **(2)(a)** above serve to exclude such **damages**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Silica Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the policy is amended as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened:

1. respiration; or

2. ingestion;

at any time of **silica**; or

- B. **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:

- A. exposure at any time to; or

- B. presence at any time of;

silica.

- III. The following definition is added:

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicone dioxide.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the policy is amended as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **bodily injury** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes** on or within a building or structure, or on or within any contents of a building or structure. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury;
- B. **property damage** arising out of or relating to the actual, alleged or threatened contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes** on or within a building or structure, or on or within any contents of a building or structure; or
- C. any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of, **fungi** or **microbes**, by any **Insured** or by anyone else. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such loss, cost or expense.

However, this exclusion does not apply to:

- i. any **fungi** or **microbes** that are, are on, or are contained in, a good or product intended for bodily consumption; or
- ii. **microbes** that were transmitted directly from person to person.

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **personal and advertising injury** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes** on or within a building or structure, or on or within any contents of a building or structure;
- B. any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of, **fungi** or **microbes**, by any **Insured** or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

However, this exclusion does not apply to:

- i. any **fungi** or **microbes** that are, are on, or are contained in, a good or product intended for bodily consumption; or
- ii. **microbes** that were transmitted directly from person to person.

- III. As used herein:

- A. **fungi** means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by or arising out of the current or past presence of **fungi**.
- B. **microbe** means any non-fungal microorganism, or non-fungal, colony-form organism, that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors or any other substances, products or byproducts produced by, released by or arising out of the current or past presence of microbes.

IV. The following Condition is added:

Arbitration

For **property damage**, the determination of what portion of a loss is attributable to **fungi** and **microbes**, and what portion is not, shall be made by the Insurer. If the **Named Insured** disagrees with that determination, the **Named Insured** and by the Insurer agree to submit to binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, or according to such other rules as the **Named Insured** and the Insurer agree to. If binding arbitration of insurance disputes is not allowed in the state where the **Named Insured** is incorporated (or, if the **Named Insured** is not a corporation, the state where the **Named Insured** is domiciled), then arbitration shall be non-binding, and shall only proceed if both the **Named Insured** and the Insurer agree to enter into it. The arbitration will be held in the county where the **Named Insured** is headquartered, or at such other location as may be jointly agreed to by the **Named Insured** and the Insurer. Each party will bear its own arbitration costs.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Asbestos Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following exclusion is added:

This insurance does not apply to:

- A. bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- B.** any loss, cost or expense that may be awarded or incurred:
 - 1. by reason of a **claim** for any **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
 - 2. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

As used herein, **asbestos** means the mineral in any form whether or not the asbestos was at any time:

- i. airborne as a fiber, particle or dust;
- ii. contained in or formed a part of a product, structure or other real or personal property;
- iii. carried on clothing;
- iv. inhaled or ingested; or
- v. transmitted by any other means.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Nuclear Energy Liability Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, and **Coverage B – Personal And Advertising Injury Liability**, and under any other **Liability Coverage** provided by this Coverage Part, the section entitled **Exclusions** is amended to add the following exclusion:

This insurance does not apply to:

Nuclear Energy Liability

Bodily injury, property damage, personal and advertising injury or expense arising out of the radioactive, toxic or explosive properties of **nuclear material**.

As used in the exclusion:

- **Nuclear material** means any:
 - a. Source material, special nuclear material or by-product material as defined or described in the Atomic Energy Act of 1954 and in any law amendatory thereto;
 - b. Solid or liquid fuel element or fuel component which has been used or exposed to radiation in a nuclear reactor; or
 - c. Waste material resulting from the operation of any **nuclear facility**.
- **Nuclear facility** means any:
 - a. Nuclear reactor or apparatus designed or used to:
 - (1) Sustain nuclear fission in a self-supporting chain reaction; or to
 - (2) Contain a critical mass of fissionable material;
 - b. Site, structure, basin, excavation, or place used for the preparation, use, storage or disposal of any **nuclear material**, including all operations and premises used for such purposes; or
 - c. Equipment or device designed or used for processing, fabricating or alloying **nuclear material**, including but not limited to:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing **spent fuel**; or
 - (3) Handling, processing or packaging any waste or by-product material resulting from the operation of any **nuclear facility**.
- **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

For the purpose of this exclusion, **property damage** also includes all forms of radioactive contamination of property.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL
Respirable Dust Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **bodily injury** arising in whole or in part out of the actual, alleged or threatened:

1. respiration, or
2. ingestion,

at any time of respirable dust; or

- B. **property damage** arising in whole or in part out of the actual, alleged or threatened presence of respirable dust.

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to **personal and advertising injury** arising in whole or in part out of the actual, alleged or threatened:

- A. exposure at any time to, or

- B. presence of,

respirable dust.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Employment-Related Practices Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** and **Coverage B – Personal And Advertising Injury Liability**, the paragraphs entitled **Exclusions**, are amended to add the following exclusion:

This insurance does not apply to:

Bodily injury or personal and advertising injury to:

(1) a person arising out of any:

(a) refusal to employ that person;

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

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

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

This exclusion applies:

(1) whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) whether the **Insured** may be liable as an employer or in any other capacity; and

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

However, solely with respect to **Coverage A**, this exclusion does not apply to physical injury a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL
Fellow Employee Bodily Injury Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that:

I. Paragraph **2.a. (1)** of the section entitled **Who Is An Insured** is amended by the addition of the following:

Subparagraphs **(a)**, **(b)** and **(c)** above do not apply to any **employees** with respect to **bodily injury** to a co-employee or **volunteer worker**.

II. The Condition entitled **Other Insurance** is amended by the addition of the following:

The coverage provided by this endorsement is excess over any other valid and collectible insurance that also covers the liability of any **employee** that is covered by paragraph **I.** of this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Exclusion - Access or Disclosure of Confidential or Personal Information and Data -Related Liability - with Limited Bodily Injury Exception Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, the exclusion entitled **Electronic Data** is deleted in its entirety and replaced with the following:

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or.
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

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

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to add the following exclusion:

Access Or Disclosure Of Confidential Or Personal Information

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

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** 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 of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Broad Named Insured Including Limited Liability Companies , Partnerships and Joint Ventures Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The Section entitled WHO IS AN INSURED is amended as follows:

A. Paragraph **3.** Is deleted in its entirety and replaced with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED INCLUDING LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND JOINT VENTURES PLUS endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this endorsement, management control means:

- having interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the entity's governing body;
- having the right, pursuant to a written trust agreement to protect, control the use of, encumber or transfer or sell property held by a trust; or
- an obligation of a **Named Insured** shown in the Declarations under a written contract or written agreement to provide insurance as is provided by this **Coverage Part** to a limited liability company, partnership or joint venture in which such a **Named Insured** is a member or partner and to direct or manage such organization, including the authority to delegate the direction or management to others.

B. The following new paragraph is added:

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

- a.** **bodily injury** or **property damage** that occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b.** **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

C. The last paragraph is deleted and replaced by the following:

Except to the extent, if any, that coverage is provided elsewhere in this **Coverage Part** or by endorsement, no person or organization is an **Insured** with respect to the conduct of any current or past limited liability company, partnership or joint venture in which a **Named Insured's** interest does/did not rise to the level of management control.

- II. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.
- III. The **Insured** status conferred upon certain partners, members, managers, directors, officers or trustees by Paragraph 1. of the Section entitled WHO IS AN INSURED hereby also applies to individuals who hold such positions within organizations qualifying as **Named Insureds** pursuant to this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

General Aggregate Limit - Per Location Endorsement

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

It is understood and agreed as follows:

- I. For each single **location**, a separate **Location** General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**; that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that **location**. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the **Location** General Aggregate Limit applicable to any other **location**.
- II. All:
 1. **damages** under **Coverage B**, regardless of the number of **locations** or projects involved;
 2. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single **location**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 3. medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a particular **location**, will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the **Location** General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a single **location**.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of **locations** involved.
- V. For the purposes of this endorsement, the following Definition is added:

Location means premises owned by or rented to the **Named Insured** involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. **Location** does not mean any operation or project away from premises owned by or rented to the **Named Insured**.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.


All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**CNA PARAMOUNT - INTERNATIONAL****Employee Benefits Liability Coverage Part Declarations**

1. Named Insured and mailing address	Name: BP3 Global, Inc Address: 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES							
2. Type of Organization	MANAGEMENT CONSULTING SERVICES							
3. Limits of Insurance, Deductibles	<table><tr><td>Each Employee Limit</td><td>\$1,000,000</td></tr><tr><td>Employee Benefits Liability – all claims in the aggregate limit</td><td>\$1,000,000</td></tr><tr><td>Deductible – Each Employee</td><td>\$1,000</td></tr></table>		Each Employee Limit	\$1,000,000	Employee Benefits Liability – all claims in the aggregate limit	\$1,000,000	Deductible – Each Employee	\$1,000
Each Employee Limit	\$1,000,000							
Employee Benefits Liability – all claims in the aggregate limit	\$1,000,000							
Deductible – Each Employee	\$1,000							
4. Premium, Surcharges Taxes and Fees at Issuance	Minimum Premium for this Coverage Part	Included						
	Total Premium, Surcharges Taxes and Fees for this Coverage Part	Included						

Form(s) and Endorsement(s) applicable to this Coverage Form and made part hereof at time of issuance:
CNA75133XX_012015, CNA74721XX_012015, CNA80927XX (7-17), CNA89638XX (7-17)

	CNA PARAMOUNT - INTERNATIONAL
	Additional Declarations - Employee Benefits Liability Schedule of Locations and Coverages

			Policy Number: WP 67 296 2606	
Location Number: All	Location Address: All			
Coverage/Hazard Description	Exposure	Premium Basis	Rate	Estimated Premium
Employee Benefits Liability		Included	Included	Included



CNA PARAMOUNT - INTERNATIONAL

Employee Benefits Liability Coverage Part - Occurrence

I. COVERAGE

The Insurer will pay those sums up to the applicable limit of insurance that the **Insured** becomes legally obligated to pay as **damages** as a result of a covered **claim** for an act, error or omission negligently committed in the **administration** of the **Named Insured's employee benefit program** provided that such act, error or omission:

- A. takes place in the **coverage territory**;
- B. was committed during the **policy period**; and
- C. prior to the effective date of the **policy period**:
 - 1. no **authorized insured** knew or should have known of a **claim** or **circumstance**;
 - 2. no **Insured** had given notice to a prior insurer of any **related claim**.

The Insurer will pay all **defense costs** in connection with a covered **claim**. Such **defense costs** are in addition to the limits of insurance.

II. DUTY TO DEFEND

The Insurer has the right and duty to defend in the **Insured's** name and on the **Insured's** behalf any covered **suit** even if any of the allegations of such **suit** are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and settlement of a **claim** as is deemed necessary by the Insurer. If a **claim** is subject to an arbitration proceeding or mediation proceeding, the Insurer shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration proceeding or mediation proceeding involving such **claim**.

The Insurer is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the Insurer's liability has been exhausted by payment of **damages**.

III. EXCLUSIONS

This insurance does not apply to:

- A. **Bodily Injury, Property Damage, or Personal and Advertising Injury**
any **bodily injury, property damage** or **personal and advertising injury**.
- B. **Dishonest, Fraudulent, Criminal or Malicious Act Damages**
any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any **insured**, including the willful or reckless violation of any statute.
- C. **Employment-Related Practices**
any wrongful termination of employment, discrimination, or other employment-related practices.
- D. **ERISA/Internal Revenue Code**
any act, error or omission in the **Insured's** capacity as a fiduciary under:
 - 1. the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws; or
 - 2. the Internal Revenue Code of 1986 as now or hereafter amended.
- E. **Failure to Perform a Contract**
any **failure** of performance of contract by any insurer.

F. Inadequacy of Performance of Investment/Advice Given with Respect to Participation

any:

1. failure of any investment to perform;
2. errors in providing information on past performance of investment vehicles; or
3. advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

G. Insufficiency of Funds

any insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

H. Workers' Compensation and Similar Laws

any failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

IV. LIMITS OF INSURANCE AND DEDUCTIBLE

A. Limits of Insurance

1. Related Claims

All **related claims**, whenever made, shall be considered a single **claim** first made during the **policy period** in which the earliest **claim** was first made.

2. Limit of insurance – each employee

Subject to paragraph 2. below, the Insurer's limit of insurance for **damages** for all covered **claims** made by or behalf of any one **employee** including such **employee's** dependents or beneficiaries, shall not exceed the amount stated in the **Coverage Part** Declarations as "Employee Benefits Liability - each **employee**".

3. Limit of insurance - all claims in the aggregate

The Insurer's limit of insurance for **damages** for all covered **claims** shall not exceed the amount stated in the **Coverage Part** Declarations as "Employee Benefits Liability – all **claims** in the aggregate", regardless of the number of **employees**.

4. Multiple insureds, claims, and claimants

The limits of insurance shown in the **Coverage Part** Declarations and subject to the provisions of this policy, is the most the Insurer will pay as **damages** regardless of the number of **Insureds, claims** made or reported, persons or entities making **claims**, acts, errors or omission which result in **damages** or **defense costs; employee benefit plans**.

B. Deductible

1. The Insurer's obligation to pay **damages** on behalf of the **Insured** applies only to the amount of **damages** in excess of the deductible amount stated on the **Coverage Part** Declarations as applicable to each **employee** including such **employee's** dependents or beneficiaries. The limits of insurance shall not be reduced by the amount of this deductible.
2. The deductible amount stated on the **Coverage Part** Declarations applies to all **damages** sustained by any one **employee** including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
3. The Insurer may pay any part or all of the deductible amount to effect settlement of any **claim** and, upon notification of the action taken, the **Insured** shall promptly reimburse the Insurer for such part of the deductible amount as the Insurer has paid.

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

V. CONDITIONS

Assistance and Cooperation

If there is a **claim** the **Insured** must:

- A. forward to the Insurer or its designee, copies of the papers and documents, if any, which inform the **Insured** of a **claim**, including all notices, summonses or other processes regarding legal proceedings;
- B. fully cooperate with the Insurer or its designee in all investigations, the making of settlements, the conduct of **suits** or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to the **Insured** because of the **claim**. The **Insured** shall attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses.

Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this **coverage part** unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this **coverage part** which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouse** of any natural person **Insured** shall also be insured under this **coverage part**; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouse** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such.

Notice of Claims and Circumstances

A. Notice of Circumstances

The **Insured** must see to it that the Insurer is notified promptly of any **circumstance**. To the extent possible, notice should include:

1. how, when and where the act, error or omission took place;
2. the names and addresses of any injured persons or organizations and witnesses; and
3. the nature and location of any injury or damage arising out of the **occurrence** or offense.

B. Notice of Claims

If a **claim** is made against any **Insured**, the **Insured** must:

1. immediately record the specifics of the **claim** and the date received; and
2. notify the Insurer in writing as soon as possible.

C. The **Insured** must:

1. immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
2. authorize the Insurer to obtain records and other information.

- D. no **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer's consent.

Other Insurance

If other valid and collectible insurance is available to the **Insured** for loss insured under this **coverage part**, the Insurer's obligations are limited as follows:

A. Primary Insurance

This insurance is primary. The Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in Paragraph **b.** below.

B. Method of Sharing

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

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

Premium Audit

- A. The Insurer will compute all premiums for this **coverage part** in accordance with the Insurer rules and rates.
- B. Premium shown in this **coverage part** as advance premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the **First Named Insured**.
- C. The **First Named Insured** must keep records of the information the Insurer need for premium computation, and send the Insurer copies at such times as the Insurer may request.

Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the **First Named Insured**, this insurance applies:

- A. as if each **Named Insured** were the only **Named Insured**; and
- B. separately to each **Insured** against whom a **claim** is made.

Transfer of Rights of Recovery

If any **Insured** for whom payment is made by the Insurer under this policy has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of its payment. The **Insured** must do everything necessary after loss to secure the Insurer's rights and must do nothing to prejudice such rights.

VI. DEFINITIONS

Administration means:

- A. providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- B. handling records in connection with the **employee benefit program**; or
- C. effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

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

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For

the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Authorized Insured means any **executive officer**, member of the **Named Insured's** human resources, risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

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

Claim means:

- A. **suit**; or
- B. a written or oral demand for **damages**

alleging negligent acts, errors or omissions committed in the **administration** of the **Named Insured's employee benefit plans**.

Circumstance means an act, error or omission reported during the **policy period** from which an **executive officer** reasonably expects that a **claim** could be made.

Coverage part means only those **coverage parts** designated as included in the **Schedule of Forms and Endorsements**.

Coverage territory means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph A. above.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a covered **claim**; or
- B. through compromise or settlement of a covered **claim** with the Insurer's written consent or direction.

In addition, **damages** includes the above mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include with respect to any **claim**:

1. restitution, return or disgorgement of fees, costs and expenses paid or incurred or charged by an **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
2. civil or criminal fines, sanctions, penalties forfeitures, or taxes whether pursuant to statute, regulation or court rule, including those imposed under the Internal Revenue Code;
3. the multiplied portion of multiplied awards imposed pursuant to any statute or regulation requiring such awards;
4. injunctive or declaratory relief;
5. any amount that is not insurable under any applicable law; or
6. plaintiff's attorney fees associated with any of the above;
7. any amounts for benefits to the extent that such benefits are available, with reasonable effort and

cooperation of the **Insured**, from the applicable funds accrued or other collectible insurance; or

8. any amounts that exceed the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the **Insurer** or consented to by the **Insurer** and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance.
- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this **coverage part**. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.
- C. post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the applicable limit of insurance of this **coverage part**. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages** the Insurer pays in relation to the total amount of the judgment.
- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$1000.00 per day, because of time off from work;
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Payment of **defense costs** will not reduce the limit of insurance.

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

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

- A. group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- B. profit sharing plans, **employee** savings plans, **employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- C. unemployment insurance, social security benefits, workers' compensation and disability benefits; or
- D. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation.
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company;
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations.

Insured means any **Named Insured** and

A. any natural person who was, is or becomes:

1. the **Named Insured's executive officers**, but only for the **administration** of the **Named Insured's employee benefit program**; or
2. the **Named Insured's** stockholders, but only with respect to their liability as stockholders.
3. the **Named Insured's employees** authorized to administer its **employee benefit program**; or
4. any natural person (including any **employee**), or any organization having proper temporary authorization to administer the **Named Insured's employee benefit program**, but only until an authorized legal representative is appointed on behalf of the **Named Insured**.

B. any organization the **Named Insured** newly acquires or forms, other than a partnership or joint venture, and over which the **Named Insured** maintains ownership or majority interest, if there is no other similar insurance available to that organization. However:

1. coverage under this provision is afforded only until the 90th day after the **Named Insured** acquires or forms the organization or the end of the **policy period**, whichever is earlier; and
2. coverage does not apply to acts, errors or omissions that occurred before the **Named Insured** acquired or formed the organization.

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

In addition to the above, the estates, heirs, legal representatives or **spouses** of any of the **Named Insured's executive officers** or **employees** qualifying as an **Insured** are also insured pursuant to the condition entitled **Estates, Legal Representatives And Spouses**.

Leased worker means a natural person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and the labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Named Insured means the person or organization shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this **coverage part**.

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

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

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a natural person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a natural person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright or slogan in the **Named Insured's advertisement**.

Policy period means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Policy **Declarations**, or its earlier cancellation date.

Property damage means physical injury to:

- A. tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur

at the time of the physical injury that caused it; or

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

Related claims means all **claims** arising out of a single act, error or omission or arising out of **related acts, errors or omissions** negligently committed in the **administration** of the **Insured Entity's employee benefits program**.

Spouse means any husband or wife or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or **employee benefits program**.

Suit means a civil proceeding in which **damages** to which this insurance applies are alleged. **Suit** includes:

- A. an arbitration proceeding in which such **damages** are claimed and to which the **Insured** must submit or does submit with the Insurer's consent; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

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

Volunteer worker means a natural person who is not the **Named Insured's employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by the **Named Insured**, and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Named Insured**.



CNA PARAMOUNT - INTERNATIONAL

International Employee Benefits Liability Bridge Endorsement

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. Under DUTY TO DEFEND, the following is added:

- A.** Where this policy obligates the Insurer to defend the **Insured** against **suits**, but the Insurer is prevented by law or otherwise from fulfilling that duty, the **Insured** must make, or cause to be made, such investigation and defense as may be reasonably necessary. The **Insured** will, subject to written authorization by the Insurer, effect such settlements as the Insurer deems prudent. The Insurer will reimburse the **Insured** for the cost of such investigation, defense or settlement, and will aid the **Insured** in managing the **Insured's** defense. At the Insurer's sole option, the Insurer may assume control of any investigation, defense or recovery, in which event the **Insured** will have the duty to cooperate with the Insurer in such investigation, defense or recovery.
- B.** Notwithstanding anything to the contrary in any liability coverage's **Insuring Agreement**, this policy is not obligated to defend the **Insured** against any **suit** alleging **loss** if **local insurance** or any other insurance has a duty to defend the **Insured** against the **suit**. If no other insurance defends, then this policy will undertake the obligation to defend the **Insured**, but the Insurer will be entitled to the **Insured's** rights against all those other insurers.
- C.** Where this policy obligates the Insurer to pay **damages** on the **Insured's** behalf, but the Insurer is prevented by law or otherwise from doing so, the Insurer will indemnify the **Insured** for sums the **Insured** becomes legally obligated to pay as **damages** to which this insurance applies.

II. Under CONDITIONS, the condition entitled **Other Insurance** is deleted in its entirety and replaced with the following:

Other Insurance

If other valid and collectible insurance is available to the **Insured** for loss insured under this **coverage part**, the Insurer's obligations are limited as follows:

A. Primary Insurance

This insurance is primary except when Paragraph **C.** below applies. The Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in Paragraph **B.** below.

B. Method of Sharing

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

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

C. Relationships To Other Insurance

1. Difference In Limits (DIL)

This insurance is Difference-In-Limits (DIL) with respect to **local insurance**. This means:

- payments of **loss** made under **local insurance** also reduce the applicable limits of insurance of this insurance; and
- this insurance will not make any payments until all applicable limits of **local insurance** are exhausted.

If **local insurance** payment of **loss**-related costs or expenses serves to reduce the limits of **local insurance**, then such payments also reduce the applicable limits of this insurance.

If limits of this insurance remain, after the applicable limits of insurance of **local insurance** are exhausted by **loss** or by **loss**-related costs and expenses, then this insurance will apply in place of the exhausted **local insurance**. In such an instance, this insurance will apply subject to its own terms and conditions, except that:

- a. any deductibles, retentions, or self-insurance applicable to the **local insurance** will then apply instead to this insurance, unless similar features in this insurance are greater; and
- b. if **local insurance** payments of **loss**-related costs or expenses served to reduce the limits of **local insurance**, then such payments will also reduce the applicable limits of this insurance.

2. Excess Over Other Non-Admitted Insurance

This insurance is excess of any other non-admitted insurance, whether primary, excess, contingent or on any other basis, excepting only insurance purchased specifically to apply in excess of this insurance.

3. Difference in Conditions (DIC)

If this insurance covers part or all of **loss** that is not covered under the terms and conditions of any **local insurance** nor of any other non-admitted insurance, then with respect to such part of **loss**, this insurance is not excess or DIL, but is primary insurance and will apply as such to the extent that the terms and conditions of this insurance are broader than those of all other applicable insurance, subject to the following:

- a. This insurance will not pay **loss** under this provision if such **loss** would have been covered by **local insurance** or any other insurance but for:
 - exhaustion of the applicable limit of such insurance; or
 - failure by an Insured to comply with one or more terms or conditions of such insurance; or
 - failure of otherwise covered **loss** to satisfy the timing of a triggering event required by the **local insurance**; and
- b. If a DIC Retention Amount is shown in the Declarations, then this insurance will apply to only to the amount of such **loss** that exceeds the retention amount. If the Insurer, at its sole discretion, pays any portion of the DIC Retention Amount to effect settlement of a **claim**, the **First Named Insured** will promptly reimburse the Insurer for such payments.

III. Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery** is amended to add the following:

The **Insured** may waive its rights in writing:

- A. prior to any known **loss, claim**, accident, offense or **occurrence**; or
- B. after a known **loss, claim**, accident, offense or **occurrence**, but only if the other party is someone insured by this insurance, or is a business firm that owns or controls the **Insured**, or which the **Insured** owns or controls.

IV. Under **CONDITIONS**, the following conditions are added:

• **Currency**

Unless otherwise indicated, all amounts designated herein are expressed and payable in the currency of the United States of America. In instances where the Insurer opts, or local law requires, that payments be made in local currency, the applicable exchange rate will be that published in the The Wall Street Journal on:

- A. With respect to **damages**, the date the **Insured** became legally obligated to pay the judgment or settlement.
- B. With respect to costs to investigate or defend a **claim**, the date on which the Insurer or the **Insured** paid the cost;

or if The Wall Street Journal is not published on that date, then on its next publication date.

- **Non-Accumulation of Limits of Insurance**

If the Insurer, in concert with any of the Insurer's affiliates, subsidiaries, partners or associates, has issued more than one policy or **coverage part** that applies to the same **damages** to which this **coverage part** applies, then the total limits of insurance under all such policies or **coverage parts** combined shall not exceed the highest applicable limit under any single such policy or **coverage part**.

V. Under **DEFINITIONS**, the definition of **coverage territory** is deleted in its entirety and replaced with the following:

Coverage territory means anywhere in the world, but excluding:

- A. acts, errors or omissions that take place in the **United States** or Canada;
- B. any country or jurisdiction for which payment of loss under this policy would be prohibited under any embargo, economic sanction, trade sanction, law or regulation, including but not limited to sanctions, laws and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC); and
- C. any country or jurisdiction expressly excluded by an endorsement attached to this policy.

VI. Under **DEFINITIONS**, the following definitions are added:

- **Compulsory local insurance** means local insurance the **Insured** is legally obligated to carry to satisfy a local statute or regulation.
- **Controlled local insurance** means **local insurance** that has been issued by the Insurer or by one of the Insurer's subsidiary, parent or sister insurers, or was coordinated by any of the above specifically for this insurance program.
- **Local insurance** means insurance, other than this insurance, that the **Insured** obtains from a private insurer licensed or permitted by law to write such insurance in a locality where this insurance presents exposure to **loss**, or that the **Insured** obtains from a governmental entity authorized to provide such insurance in that locality.
- **Loss** means **damages** that an **Insured** becomes legally obligated to pay as a result of a covered **claim** for an act, error or omission negligently committed in the **administration** of the **Named Insured's employee benefit program** to which this insurance applies, after adjustment for salvage and other recoveries.
- **United States** means:
 - A. The United States of America;
 - B. its territories and possessions, including American Samoa, Guam, and the U.S. Virgin Islands; and
 - C. the commonwealth of Puerto Rico.

But for the purposes of this insurance, the **United States** does not include:

- the Republic of Palau, which despite a Compact of Free Association with the United States, is not subject to U.S. law; nor
- The Commonwealth of the Northern Mariana Islands.

VII. In this **coverage part**, any reference to "the Insurer" in this Policy refers to the company providing this insurance.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Broad Named Insured Including Limited Liability Companies , Partnerships and Joint Ventures Plus Endorsement

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The DEFINITIONS Section is amended to delete the definition of **Insured** in its entirety and replace it with the following:

A. **Insured** means any **Named Insured** and:

1. any natural person who was, is or becomes:
 - a. the **Named Insured's executive officers** but only for the **administration** of the **Named Insured's employee benefit program**;
 - b. the **Named Insured's** stockholders, but only with respect to their liability as stockholders;
 - c. the **Named Insured's employees** authorized to administer its **employee benefit program**; or
2. any natural person (including any **employee**) or any organization having proper temporary authorization to administer the **Named Insured's employee benefit program**, but only until an authorized legal representative is appointed on behalf of the **Named Insured**.

B. Pursuant to the limitations described in Paragraph II. below, any organization in which a **Named Insured** has management control:

1. on the effective date of this **Coverage Part**; or
2. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED INCLUDING LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND JOINT VENTURES PLUS endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this **Coverage Part** or to the Commercial General Liability **Coverage Part**.

For the purpose of this endorsement, management control means:

- a. having interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the entity's governing body;
- b. having the right, pursuant to a written trust agreement to protect, control the use of, encumber or transfer or sell property held by a trust; or
- c. an obligation of a **Named Insured** shown in the Declarations under a written contract or written agreement to provide insurance as is provided by this **Coverage Part** to a limited liability company, partnership or joint venture in which such a **Named Insured** is a member or partner and to direct or manage such organization, including the authority to delegate the direction or management to others.

No person or organization is an **Insured** with respect to the conduct or any current or past partnership or joint venture in which a **Named Insured's** interest did/does not rise to the level of management control.

In addition to the above, the estates, heirs, legal representatives or **spouses** of any of the **Named Insured's executive officers** or **employees** qualifying as an **Insured** are also insured pursuant to the condition entitled Estates, Legal Representatives And Spouses.

- II. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **I.B.** above, this insurance does not apply to acts, errors or omissions that occurred before the **Named Insured** had management control, or that occur after management control ceases.
- III. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.


All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
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**CNA PARAMOUNT - INTERNATIONAL****Automobile DIC/Excess Liability
Coverage Part Declarations**

1. Named Insured and mailing address	Name : BP3 Global, Inc Address : 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES	
2. Type of Organization		
3. Limits of Insurance, Deductibles	Bodily Injury/Property Damage Liability Limit:	\$1,000,000 Combined Single Limit
	Auto medical expense coverage Limit – Each Person:	\$10,000
	Auto medical expense coverage Limit – Each Accident:	\$50,000
	DIC Retention Amount:	\$5,000
	Bail Bonds Limit:	\$2,500
	Loss of Earnings Limit:	\$500 per day
4. Premium, Surcharges Taxes and Fees at Issuance	Total Premium for this Coverage Part	\$250
	Subject to a Minimum Earned Premium of	\$250
5. Audit Period:	N/A	

Form(s) and Endorsement(s) applicable to this Coverage Form and made part hereof at time of issuance:
CNA86683XX (08-16), WP0009 (4-15), CNA85329XX (2-18), CNA85459XX (4-15)

	<p style="text-align: right;">CNA PARAMOUNT - INTERNATIONAL</p> <p style="text-align: center;">Additional Declarations - International Automobile Difference in Conditions/ Excess Liability Coverage Schedule of Coverages</p>
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			Policy Number: WP 67 296 2606
Policy Level			
Category	Number of Vehicles	Rate Per Vehicle	Total Estimated Premium
Owned Automobile Liability	0		\$0
Hired Automobile Excess DIC Liability	0		\$250
Hired Automobile Excess DIC Physical Damage	0	Included	Included



CNA PARAMOUNT - INTERNATIONAL

International Automobile DIC/Excess Liability Coverage Part

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

Throughout this Coverage Part the words “you” and “your” refer to the Named Insured shown in the Declarations and all subsidiary and affiliated companies, entities, divisions, corporations, firms, joint ventures or other interests which exist now and in which you have 50% or more controlling interest. The words “we”, “us”, and “our” refer to the Company providing this insurance.

Other words and phrases that have special meaning appear in “quotation marks” (in this Coverage Form) or in **bold face type** (in the Common Terms and Conditions). Refer to Section **L. DEFINITIONS**.

A. COMMERCIAL AUTOMOBILE LIABILITY

We will pay on your behalf all sums which you shall become legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “occurrence” in the “coverage territory” during the “policy period” and arising out of the ownership, maintenance or use, including “loading and unloading,” of a “non-owned automobile,” “hired automobile,” or “owned automobile” and we shall have the right to defend any “suit” against you seeking damages on account of such “bodily injury” or “property damage,” even if any of the allegations of the “suit” are groundless, false or fraudulent, and we may make such investigation and settlement of any “claim” or “suit” as we deem expedient.

B. MEDICAL EXPENSE COVERAGE

If a limit of liability is indicated for Auto Medical Expense coverage, we shall, if requested by you, pay to or for each person who sustains “bodily injury” caused by an accident during this “policy period” all reasonable “medical expense” incurred and reported within one year from the date of accident on account of such “bodily injury” provided such “bodily injury” arises out of the ownership, maintenance or use, including loading and unloading, of any “non-owned automobile,” “hired automobile,” or “owned automobile,” and subject to the applicable limit shown in the Declarations.

C. SUPPLEMENTAL COVERAGES

We will pay in addition to the Limits of Insurance:

1. All expenses incurred by us, all costs taxed against you in any “suit” defended by us and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of our liability thereon.
2. Premiums on appeal bonds required in any such “suit,” premiums on bonds to release attachments in any such “suit” for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of you because of an “occurrence” to which this insurance applies, but we shall have no obligation to apply for or furnish any such bonds.
3. Expenses incurred by you for first aid for “bodily injury” to others at the time of an “occurrence” to which this insurance applies.
4. Reasonable expenses incurred by you at our request in assisting us in the investigation or defense of any “claim” or “suit,” including actual loss of earnings.

D. LIMIT OF LIABILITY

Regardless of the number of: (1) "Insureds" under this Coverage Form, (2) the number of persons or organizations who sustain "bodily injury" or "property damage," (3) "claims" made or "suits" brought on account of "bodily injury" or "property damage," or (4) "automobiles" to which this Coverage Form applies, our liability is limited as follows:

The limit of "bodily injury" and "property damage" liability stated in the Declarations is the limit of our liability for all damages including damages for care and loss of services, because of "bodily injury" or "property damage" sustained by one or more person(s) or organization(s) as the result of any one "occurrence."

The limit of "medical expense" liability stated in the Declarations as applicable to each person is the limit of our liability for all "medical expense" for "bodily injury" to any one person as the result of any one accident; but subject to the above provision respecting each person, our total liability under "medical expense" coverage for all "medical expenses" for "bodily injury" for two (2) or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."

In any case, we shall not be obligated to pay any "claim" or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payments of judgments, settlements, or indemnification.

E. PAYMENT TO THIRD PARTIES

We may pay for the "medical expenses" of an injured person to any person or organization, subject to the applicable limits. The payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability.

F. EXCLUSIONS

This insurance does not apply:

1. To "bodily injury" or "property damage" arising in whole or in part, either directly or indirectly out of asbestos whether or not the asbestos is:
 - a. Airborne as a fiber or particle;
 - b. Contained in a product;
 - c. Carried or transmitted on clothing or by any other means; or
 - d. Contained in or a part of:
 - (1) Any automobile;
 - (2) Any building material;
 - (3) Any insulation product; or
 - (4) Any component part of any automobile, building material or insulation product.

The investigation, settlement or defense of any "claim," "suit" or proceeding against the "Insured" alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos, as described above;

2. To liability assumed by you under any contract or agreement except for liability assumed under any short term contract or agreement of six (6) months or less for "hired automobiles" or leased automobiles, but subject otherwise to all conditions of this Coverage Form;
3. To "bodily injury" or "property damage" arising out of an event, the result of which was expected or intended from your standpoint;
4. To any obligation for which you or any carrier as your insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
5. To "bodily injury" to any employee of yours arising out of and in the course of his employment by you or to any obligation of yours to indemnify another because of damages arising out of such injury;

6. To "property damage" to:
 - a. Property owned or being transported by you; or
 - b. Property rented to or in your care, custody or control for which you for any purpose are exercising physical control, other than "property damage" to a residence or private garage by a "Private Passenger Automobile" covered by this Coverage Form;
7. To "bodily injury" or "property damage" related to any liability whatsoever arising out of any consequence, whether direct or indirect, of "government action," "war," invasion, act of foreign enemy hostilities (whether "war" be declared or not), civil war, rebellion, revolution, insurrection, factional civil commotion, terrorism, or military or usurped power, but this exclusion will not apply to liability assumed under a contract or agreement;
8. To "bodily injury" or "property damage" arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
9. To "bodily injury" or "property damage" arising out of any consequence of prearranged racing, speed or demolition contest or any stunting activity;
10. To "bodily injury", "property damage" or "medical expense" arising out of the radioactive, toxic or explosive properties of "nuclear material".

G. OTHER INSURANCE

1. Subject to its own terms and conditions, this insurance is excess of any "local insurance" and any other non-admitted insurance, whether primary, excess, contingent or on any other basis, excepting only:
 - when this insurance states itself to be primary or to be contingent on the absence of other insurance; or
 - insurance purchased specifically to apply in excess of this insurance.

But if this insurance covers part or all of any damages that are not covered under the terms and conditions of any "local insurance", nor of any other non-admitted insurance, then with respect to such part of damages, this insurance is not excess, but is primary insurance and will apply as such to the extent that the terms and conditions of this insurance are broader than those of all other applicable insurance, subject to the following:

- a. This insurance will not pay damages under this provision if such damages would have been covered by "local insurance" or any other insurance but for:
 - (1) Failure by an "Insured" to comply with one or more terms of such insurance; or
 - (2) Failure of otherwise covered damages to satisfy the timing of a triggering event required by the "local insurance"; and
 - b. If a DIC Retention Amount is shown in the Declarations, then this insurance will apply only to the amount of such damages that exceed the retention amount. The DIC Retention Amount applies separately per "occurrence". If the Insurer, at its sole discretion, pays any portion of the the DIC Retention Amount to settle a "claim", the First Named Insured will promptly reimburse the Insurer for such payments.
2. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the limits of this insurance will not be reduced by payments made under other insurance, but we shall not be liable for a greater proportion of the loss than that stated in the applicable contribution provision below:
 - a. Contribution by equal shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any coverage form or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue contributing equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, we shall not be liable for a greater proportion of such loss than that which the applicable limit of liability under this insurance for such loss bears to the total applicable limits of liability of valid and collectible insurance against such loss.

3. If we or one of our subsidiaries, affiliates, partners or associates have issued more than one policy or Coverage Form that applies to the same damages to which this Coverage Form applies, then the total limit of insurance under all such policies or Coverage Forms shall not exceed the highest applicable limit under any of those policies or Coverage Forms.
4.
 - a. When loss is covered by “controlled local insurance”, but such insurance has not paid the loss within a reasonable period of time after a final judgment or settlement has determined the “Insured’s” legal obligation to pay the loss, then this insurance will apply to such loss. But this provision does not apply to:
 - (1) Loss that is not paid because an “Insured” failed to comply with a term or condition of the “controlled local insurance”;
 - (2) Loss covered by, but not collectible from, “required specific insurance”; nor
 - (3) Demands made by guarantee funds or similar funds, nor by any conservator, liquidator, or statutory successor of any insurer.
 - b. Insurance provided under this provision will be according to the terms and conditions of this insurance except that:
 - (1) Any deductibles, retentions, or self-insurance applicable to the non-performing insurance will apply to this insurance, unless similar features in this insurance are greater; and
 - (2) If payments of loss-related costs or expenses serve to reduce the limits of the non-performing insurance, then such payments will reduce the applicable limits of this insurance.
 - c. As conditions precedent to the coverage provided by this provision, the “Insured” must:
 - (1) endeavor to notify us in writing upon learning that an insurer of “controlled local insurance” has been placed in bankruptcy, conservation, liquidation, receivership or rehabilitation by a governmental authority having jurisdiction;
 - (2) pursue all rights against the non-performing insurer, and assist the Insurer of this insurance to obtain all of the Insured’s rights and all of the non-performing insurer’s rights, and to obtain any and all recoveries or indemnifications from private or governmental guarantors of insurance, including guarantee funds and any similar funds; and
 - (3) comply with all conditions of this insurance, including submitting copies of “claims” or other material that was already submitted to the non-performing insurer.

The “Insured” must promptly reimburse the Insurer for any portion of loss the Insurer has paid under this provision that is later paid on behalf of, or reimbursed to, the “Insured” by any party other than the Insurer.

H. LOCAL AUTOMOBILE LIABILITY INSURANCE

The coverage provided by this Coverage Form is Excess and Difference in Conditions (DIC) of “local insurance”, and will not act as a substitute for any such insurance. You warrant that you will maintain all “local insurance” in full force and effect to at least the limits mandated by law, if any.

I. WHO IS AN INSURED

As respects “bodily injury” and “property damage,” each of the following is an “Insured” under this Coverage Form to the extent set forth below:

1. The “Named Insured;”
2. Any partner or executive officer thereof but only with respect to a “non-owned automobile” only while such “non-owned automobile” is being used in the course of your business;

3. Any other person while using the "owned automobile," "non-owned automobile" or a "hired automobile," with your permission, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to "bodily injury" or "property damage" arising out of the loading or unloading thereof, such person shall be an "Insured" only if he is:
 - a. A lessee or borrower of the "automobile;" or
 - b. An employee of yours or of such lessee or borrower;
4. Any other person or organization but only with respect to his or its liability because of acts or omissions of an "Insured" under 1, 2 or 3 above.

J. PERSONS NOT INSURED

None of the following is an "Insured" under this Coverage Form:

1. Any person while engaged in the business of his employer with respect to "bodily injury" to a fellow employee injured in the course of employment;
2. The owner or lessee (of whom you are a sub-lessee) of a "hired automobile" or the owner of a "non-owned automobile," or any agent or employee of any such owner or lessee;
3. Any person or organization, other than you, with respect to:
 - a. A motor vehicle while used with any "trailer" owned or hired by such person or organization and not covered by like insurance with us (except a "trailer" designed for use with a "private passenger automobile" and not being used for business purposes with another type motor vehicle), or
 - b. A "trailer" while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance with us;
4. Any person while employed in or otherwise engaged in duties in connection with an "automobile business" other than an "automobile business" operated by you.

The insurance provided by this Coverage Form does not apply to "bodily injury" or "property damage":

1. Arising out of a "non-owned automobile" used in the conduct of any partnership or joint venture of which you are a partner or member and which is not designated in this Coverage Form as a "Named Insured," or
2. If you are a partnership, the liability of a partner arising out of an "automobile" owned or registered in his name.

K. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. In the event of an "occurrence," notice containing particulars sufficient to identify you and also, reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for you to us or any of our authorized agents as soon as practicable.

Knowledge of an "occurrence" by your agents, or employees shall not constitute knowledge by you, unless notice is received by your insurance and risk manager, financial officer or other employee appointed to assume responsibility for your insurance.

2. If a "claim" is made or "suit" is brought against any Insured, you must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Notify us as soon as practicable.

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

3. You and any other involved "Insured" must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit;"
 - b. Authorize us to obtain records and other information;

- c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit;" and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
4. No "Insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

L. DEFINITIONS

When used in this Coverage Form:

1. "Automobile" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment but does not include "mobile equipment."
 - b. "Automobile" also includes self-propelled vehicles with the following types of permanently attached equipment:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (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.
2. "Automobile Business" means the business or occupation of selling, repairing, servicing, storing or parking "automobiles."
3. "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.
4. "Claim" means a verbal or written demand placed on the "Insured" by a third party for monetary compensation as a result of a covered "occurrence."
5. "Compulsory local insurance" means "local insurance" the "Insured" is legally obligated to carry to satisfy local statute or regulation.
6. "Controlled local insurance" means "local insurance" that has been issued by the Insurer or by one of the Insurer's subsidiary, parent or sister insurers, or was coordinated by any of the above specifically for this insurance program.
7. "Coverage territory" means anywhere in the world except:
 - a. the United States of America, its territories and possessions and the Commonwealth of Puerto Rico;
 - b. Canada;
 - c. any country or jurisdiction for which payment of loss under this policy would be prohibited under any United States law or regulation applicable to non-admitted insurance, including but not limited to economic or trade sanctions, laws or regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC); or
 - d. any country or jurisdiction expressly excluded by an endorsement attached to this policy.

But "coverage territory" does not include "private passenger automobiles" that are leased, hired, rented or borrowed without a driver anywhere in the world for a period of 30 days or less if:

- The “suit” alleging injury or damage is brought in a. or b. above; and
 - There is other insurance available to the Insured, or which would be available but for exhaustion of its limits.
8. “First Named Insured” means the person or organization first listed as a **Named Insured** in the Declarations.
 9. “Government Action” means:
 - a. Order of civil authority except acts of destruction at the time of and for the purposes of preventing the spread of fire provided that such fire did not originate from any causes excluded in this coverage;
 - b. Seizure or destruction of property under quarantine or customs regulations;
 - c. Confiscation, expropriation or nationalization of property by order of any government or public authority, unless this particular coverage is provided by endorsement or within any other Coverage Form.
 10. “Hired Automobile” means an “automobile” not owned by you which is used under contract on behalf of, or loaned to, you provided such “automobile” is not owned by or registered in the name of a partner or executive officer of yours who is granted an operating allowance of any sort for the use of such “automobile.”
 11. “Insured(s)” means any person or organization qualifying as an “Insured” in the WHO IS AN INSURED provision of this Coverage Form. The insurance afforded applies separately to each “Insured” against whom “claim” is made or “suit” is brought, except with respect to the limits of our liability.
 12. “Loading or unloading” means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “automobile;”
 - b. While it is in or on an aircraft, watercraft or “automobile;” or
 - c. While it is being moved from an aircraft, watercraft or “automobile” to the place where it is finally delivered; but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “automobile.”
 13. “Local insurance” means insurance, other than this insurance, that the “Insured” obtains from a private insurer licensed or permitted by law to write such insurance in a locality where this insurance presents exposure to loss, or that the “Insured” obtains from a governmental entity authorized to provide such insurance in that locality.
 14. “Medical Expense” means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
 15. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- 16. "Named Insured" means the person or organization specified in the Declarations.
- 17. "Non-Owned Automobile" means an "automobile" which is neither an "owned automobile" nor "hired automobile."
- 18. "Nuclear facility" means any:
 - a. Nuclear reactor or apparatus designed or used to:
 - (1) Sustain nuclear fission in a self-supporting chain reaction; or
 - (2) Contain a critical mass of fissionable material;
 - b. Any site, structure, basin, excavation, or place used for the preparation, use, storage or disposal of any "nuclear material", including all operations and premises used for such purposes;
 - c. Any equipment or device designed or used for processing, fabricating or allowing "nuclear material", including but not limited to:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; or
 - (3) Handling, processing or packaging any waste or by-product material resulting from the operation of any "nuclear facility" defined above.
- 19. "Nuclear material" means any:
 - a. Source material special nuclear material or by-product material as defined or described in the Atomic Energy Act of 1954 and in any law amendatory thereto;
 - b. Solid or liquid fuel element or fuel component which has been used or exposed to radiation in a "nuclear facility";
 - c. Waste material resulting from the operation of any "nuclear facility".
- 20. "Occurrence" means an accident involving an "automobile" which occurs during the "policy period" including continuous or repeated exposure to conditions which result in "bodily injury" or "property damage."
- 21. "Owned Automobile" means an "Automobile" owned by you for use in the course of your business.
- 22. "Policy period" means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Policy Declarations, or its earlier cancellation date.
- 23. "Private Passenger Automobile" means a four-wheel private passenger or station wagon type "automobile."
- 24. "Property Damage" means:
 - a. Physical injury to or destruction of tangible property which occurs during the policy period and arising out of the use of an "automobile," including the loss of use thereof at any time resulting therefrom; or
 - b. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an "occurrence" during the policy period.
- 25. "Required specific insurance" means "local insurance" that is described as required specific insurance in the Declarations or in an endorsement attached to this Coverage Part.
- 26. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do so with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The company shall be entitled to exercise all of the "Insured's" rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

- 27. "Trailer" includes semi-trailer but does not include "mobile equipment."
- 28. "War" means any consequence, whether direct or indirect, of invasion act of foreign enemy, hostilities, or warlike operations (whether "war" be declared or not), civil war, mutiny, military or popular uprising, factional civil commotion, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

M. CONDITIONS

1. Currency Valuation

When payment under this Coverage Part must be converted to or from United States of America dollars, we will use the rate of exchange published in the Wall Street Journal as of the date the loss or expense is paid, or if the Wall Street Journal is not published on that date, then on its next publication date.

2. Misrepresentation, Fraud or Inadvertent Non-Disclosure

This insurance shall be void if, whether before or after loss, you or a designated representative willfully concealed or misrepresented any material fact or circumstance, or attempted or committed any fraud or false swearing concerning this insurance, its subject matter, or any "claim". However, your unintentional failure to tell us about all exposures existing on the effective date of this insurance for which coverage(s) exist under this Coverage Part shall not be a reason by itself for us to deny coverage under this Coverage Part.

3. Subrogation

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

- a. Prior to any known loss, "claim", "suit", accident or "occurrence"; or
- b. After a known loss, "claim", "suit", accident or "occurrence", if the other party is someone insured by this insurance or a business firm owned or controlled by you or which owns or controls you.

	<p style="text-align: center;">CNA PARAMOUNT - INTERNATIONAL</p> <p style="text-align: center;">Hired Automobile DIC/Excess Physical Damage Coverage Endorsement</p>
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This endorsement modifies insurance provided under the following:

INTERNATIONAL AUTOMOBILE DIC/ EXCESS LIABILITY COVERAGE PART

It is understood and agreed that this policy provides coverage for Hired Automobile DIC/Excess Physical Damage per the Declaration below:

Supplemental Schedule

Limits of Insurance

Any one accident: \$25,000

Any one policy period: \$50,000

Hired Automobile Physical Damage Deductible: applies separately per accident

Premium Computation

<u>Number of Trips</u>	<u>Rate Per Trip</u>	<u>Estimated Premium</u>	<u>Minimum Premium</u>
As per Declaration		Included	Included

Coverage under this endorsement applies only to "hired automobiles" during temporary travel of **90** consecutive days.

HIRED AUTOMOBILE PHYSICAL DAMAGE COVERAGE

A. INSURING AGREEMENT

We will reimburse you, at replacement cost, for a physical damage "loss" that occurs in the "coverage territory" and during the "policy period" to a "hired automobile" or its equipment while in your care, custody, or control.

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

B. EXCLUSIONS

In addition to the International Automobile DIC/Excess Liability Coverage Form exclusions, we will not pay for a "loss" to any "hired automobile" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

1. Racing or Demolition

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

2. Wear and Tear

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

1. Wear and tear, freezing, mechanical or electrical breakdown.
2. Blowouts, punctures or other road damage to tires.

3. Tapes, Records and Equipment

We will not pay for a "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar or laser emissions.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in paragraph (c) above.
- e. Loss to any custom furnishing or equipment in or upon any pickup, panel truck, van or motorhome. Custom furnishings or equipment include but are not limited to:
 - (i) special carpeting and insulation, furniture, bars or television receivers;
 - (ii) facilities for cooking and sleeping;
 - (iii) height-extending roofs; or
 - (iv) custom murals, paintings or other decals or graphics.
- f. When in or upon any motorhome or trailer; "loss" to:
 - (i) TV antennas;
 - (ii) awnings or cabanas; or
 - (iii) equipment designed to create additional living facilities.

4. Care, Custody, or Control

The exclusion for care, custody or control is deleted solely with respect to this endorsement.

C. LIMIT OF INSURANCE

The most we will pay for a "loss" subject to the limit for any one accident or any one policy period for hired auto physical damage coverage is the lesser of:

1. The replacement cost of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. DEDUCTIBLE

We will not pay any amounts due under this endorsement until the amount of covered "loss" from any one accident exceeds the Hired Automobile Physical Damage Deductible shown on the Supplemental Schedule. We will then pay the amount of the adjusted "loss" in excess of the Deductible up to the applicable Limits of Insurance.

E. LOSS CONDITIONS

1. Duties in the Event of Accident, Claim, "Suit" or "Loss":

You must do the following if there is a "loss" to a "hired automobile" or its equipment:

- a. Promptly notify the local police, civil guard, militia, or other appropriate local legal authority if the "hired automobile" or any of its equipment is stolen.

- b. Take all reasonable steps to protect the "hired automobile" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.
- c. Assume no obligations, make no payment, or incur no expense other than for "hired automobile" physical damage coverage without our consent, except at your own cost.

2. Appraisal for Physical Damage Loss

If you or we disagree on the amount of the "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. pay its chosen appraiser; and;
- b. bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

3. Loss Payment

At our option, we may;

- a. pay for, repair or replace damaged or stolen property;
- b. return the stolen property, at our expense. We will pay for damage that results to the "hired automobile" from theft; or
- c. take all or any part of the damaged or stolen property at an agreed or appraised value.

4. No Benefit to Bailee

No person or organization, other than you, having custody of covered property, will benefit from this insurance. We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage form.

5. Abandonment

There can be no abandonment of any property to us.

F. OTHER INSURANCE - AUTOMOBILE PHYSICAL DAMAGE COVERAGE

- 1. The coverage provided by this endorsement is Excess of Limits and Difference in Terms and Conditions of any valid and collectible insurance, whether primary, excess, contingent or on any other basis. The section entitled **Other Insurance** in the International Automobile DIC/Excess Liability Coverage Form hereby also applies to this **HIRED AUTO PHYSICAL DAMAGE COVERAGE**, except that:
 - a. the section's references to "damages" are replaced by references to "loss"; and
 - b. the section's references to "occurrence" are replaced by references to "accident".
- 2. The any one accident limit is excess of all deductible or self-insured amounts under all other insurance.

G. DEFINITIONS

"Loss" means

- a. Collision with another object;
- b. Overturn;
- c. Fire, lightning, or explosion, theft, windstorm, hail, earthquake, flood, mischief or vandalism;
- d. The sinking, burning, collision or derailment of any conveyance of the automobile;
- e. Glass breakage from hitting a bird, animal or from falling objects or projectiles.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Broad Named Insured Endorsement

It is understood and agreed that this endorsement amends the **INTERNATIONAL AUTOMOBILE DIC/EXCESS LIABILITY COVERAGE PART** as follows:

I. The definition of “you” and “your” also includes:

- A.** Your “subsidiaries” and their “subsidiaries” of every tier existing at the date this policy is effective if you have told us in writing who they are and what their business is; and
- B.** Any “subsidiary” you buy or form after the effective date of this policy provided that there is no other similar insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such “subsidiary”, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

However, coverage under this provision **B.** is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

This endorsement does not affect our right to cancel this policy by sending notice only to the “first named insured”.

II. “Subsidiary”, as used in this endorsement, means:

- 1.** an organization other than a joint venture or partnership in which you have ownership interest representing more than 50% of the:
 - a.** voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - b.** management board of a limited liability company.
- 2.** a trust in which you have the right, pursuant to a written trust agreement, to protect, control the use of, encumber or sell property held by such trust.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.




CNA PARAMOUNT - INTERNATIONAL

Voluntary Workers' Compensation and Employers' Liability Coverage Part Declarations

1. Named Insured and mailing address	Name : BP3 Global, Inc Address : 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES																										
2. Type of Organization																											
3. Limits of Insurance	<table border="1"><tr><td colspan="2">Workers' Compensation Insurance: Part One of this Coverage Form applies to the Workers' Compensation Law of the state or country specified below for that type of employee.</td></tr><tr><td>Type of Employee:</td><td>Specified Workers' Compensation Law:</td></tr><tr><td>U.S./Canadian Employees:</td><td>State of Hire Benefits</td></tr><tr><td>Third Country National Employees:</td><td>Country of Origin Benefits</td></tr><tr><td>Local National Employees:</td><td>Not Covered for Part One - Refer to Part Two below.</td></tr><tr><td colspan="2">Employers' Liability Insurance: Part Two of this Coverage Form applies to Employers' Liability, with Limits of Insurance as follows:</td></tr><tr><td>Bodily Injury By Accident - Each Accident Limit:</td><td>\$1,000,000</td></tr><tr><td>Bodily Injury By Disease - Policy Limit:</td><td>\$1,000,000</td></tr><tr><td>Bodily Injury By Disease - Each Employee Limit:</td><td>\$1,000,000</td></tr><tr><td colspan="2">Limits Applicable to Additional Coverages</td></tr><tr><td>Limit Name:</td><td>Limit Amount:</td></tr><tr><td>Repatriation - Per Employee Limit:</td><td>\$1,000,000</td></tr><tr><td>Repatriation - Aggregate Limit:</td><td>\$1,000,000</td></tr></table>	Workers' Compensation Insurance: Part One of this Coverage Form applies to the Workers' Compensation Law of the state or country specified below for that type of employee.		Type of Employee:	Specified Workers' Compensation Law:	U.S./Canadian Employees:	State of Hire Benefits	Third Country National Employees:	Country of Origin Benefits	Local National Employees:	Not Covered for Part One - Refer to Part Two below.	Employers' Liability Insurance: Part Two of this Coverage Form applies to Employers' Liability, with Limits of Insurance as follows:		Bodily Injury By Accident - Each Accident Limit:	\$1,000,000	Bodily Injury By Disease - Policy Limit:	\$1,000,000	Bodily Injury By Disease - Each Employee Limit:	\$1,000,000	Limits Applicable to Additional Coverages		Limit Name:	Limit Amount:	Repatriation - Per Employee Limit:	\$1,000,000	Repatriation - Aggregate Limit:	\$1,000,000
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Limit Name:	Limit Amount:																										
Repatriation - Per Employee Limit:	\$1,000,000																										
Repatriation - Aggregate Limit:	\$1,000,000																										

4. Premium, Surcharges Taxes and Fees at Issuance	Total Premium for this Coverage part	\$1,000
	Subject to a Minimum Earned Premium of	\$1,000
5. Audit Period:	N/A	

Form(s) and Endorsement(s) applicable to this Coverage Form and made a part here of at time of issuance:
CNA86684XX (08-16), WP0010 12-16, CNA85072XX (4-16), CNA85343XX (02-17), CNA87634XX (12-16), CNA88057XX (2-17), CNA89412XX (7-17), CNA90730XX (12-17)

	<p style="text-align: right;">CNA PARAMOUNT - INTERNATIONAL</p> <p style="text-align: right;">Additional Declarations - Foreign Voluntary Workers Compensation and Employers Liability Coverage - Schedule of Coverages</p>
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					Policy Number: WP 67 296 2606
Policy Level					
Employee Category	Classification	Exposure	Premium Basis	Rate	Total Estimated Premium
U.S. National	Software sales and support	\$60,000	Payroll	Flat	\$500
Third Country National	Software sales and support	\$242,381	Payroll	0	Included
Local National	Clerical	\$1,975,388	Payroll	0	Included
Local National	Manual		Payroll	0.000	\$0
Trip Travel	TT	20	# Trips	25.000	\$500



CNA PARAMOUNT - INTERNATIONAL

International Voluntary Workers' Compensation and Employers' Liability Coverage Part

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

GENERAL SECTION

A. THE COVERAGE FORM

This Coverage Form includes the Declarations and all endorsements and schedules listed therein. It is a contract of insurance between you (the employer named as a **Named Insured** in the Declarations) and us (the insurer named in the Declarations). Other words and phrases that have special meaning appear in **bold face type**. Refer to **PART SIX - DEFINITIONS**. The only agreements relating to this insurance are stated in this Coverage Form and in the Common Terms and Conditions. The terms of this Coverage Form may not be changed or waived except by endorsement issued by us to be part of this Coverage Form.

B. WHO IS AN INSURED

You are an **Insured** if you are an employer named as a **Named Insured** in the Declarations. If that employer is a partnership, and if you are one of its partners, you are an **Insured**, but only in your capacity as an employer of the partnership's **employees**.

C. WORKERS' COMPENSATION LAW

Workers' Compensation Law applicable to Part One of this Coverage Form means the workers' compensation law and occupational disease law of any **state**, territory or country listed in the Declarations with respect to any **employee** or group of **employees**. It includes any amendments to that law which are in effect or take effect during the **policy period**. It does not include the provisions of any law that provides non-occupational disability benefits.

PART ONE - WORKERS' COMPENSATION INSURANCE

A. HOW THIS INSURANCE APPLIES

This voluntary workers' compensation insurance applies to bodily injury by accident or bodily injury by disease, as set forth below. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the **policy period** and in the **coverage territory**.
2. Bodily injury by disease must be caused or aggravated by the conditions of the **employee's** employment in the **coverage territory**. The **employee's** last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the **policy period**.
3. It is agreed that the term disease as used in this Coverage Form shall include any **endemic disease** and such insurance as is provided by this Coverage Form under Part One—Workers' Compensation Insurance, shall apply as if **endemic disease** were included in the provisions of the Workers' Compensation Law or the occupational disease law as designated in the Declarations, except that the provisions of this paragraph shall apply only to U.S. citizens or foreign nationals hired in the United States or as may be specifically covered in the Declarations.
4. For **employees** subject to **temporary travel**, insurance shall apply from the time the **employee** boards any aircraft, vessel, or other medium of transportation which is bound for a destination outside of the United States of America, its territories and possessions, Puerto Rico, Canada, or the **state of hire** and shall cease when the **employee** alights from the medium of transportation returning to the United States of America, its territories and possessions, Puerto Rico, Canada or the **state of hire**.
5. The bodily injury must not arise out of the radioactive, toxic or explosive properties of **nuclear material**.

B. WE WILL PAY BENEFITS

1. We will voluntarily pay, on your behalf, an amount equal to, but not in excess of, the benefits you would be required to pay if you and the **employees** described in the Declarations were subject to the Workers' Compensation Law designated in the Declarations. The only exceptions to this provision are as provided for in Paragraph E. — Repatriation Expenses, and in Paragraph A.5. above.
2. We will pay the amounts to the **employees** who would be entitled to them under the law of the **states** shown in the Declarations.
3. If **State of Hire**, or a specific **state** appears after the words "U.S./Canadian Employees" in the Declarations for Voluntary Compensation, then with respect to **employees** for whom you wish to provide the benefits of a **state** of the United States of America (including its territories and possessions), province of Canada, or Puerto Rico, the benefits will be:
 - (a) Those of the **state** to which you agreed with the **employee** prior to the accident or the discovery of the disease; or
 - (b) If no **state** was agreed with the **employee** prior to the accident or the discovery of the disease, the benefits of the specific **state** shown in the Declarations for "U.S./Canadian Employees" as an alternative to **state of hire**, or
 - (c) If no **state** was agreed with the **employee** prior to the accident or the discovery of the disease, and no specific **state** is shown in the Declarations for "U.S./Canadian Employees," the benefits of the **state** shown in the address of the **Named Insured** on the first page of the Declarations for this policy will be applied. If this rule cannot apply, for any reason, we will reimburse you for amounts you are required to pay.

C. WE WILL DEFEND

We have the right and duty to defend at our expense any **claim** or **suit** against you for benefits payable by this insurance. We have the right to investigate and settle these **claims** or **suits**. We have no duty to defend a **claim** or **suit** that is not covered by this insurance.

D. SUPPLEMENTARY PAYMENTS

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any **claim** or **suit** we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

E. REPATRIATION EXPENSES COVERAGE

We agree to reimburse you, up to the Per Employee Repatriation limit shown in the Declarations, not to exceed the annual aggregate for this coverage, liability for such additional expenses as reasonably may be incurred over and above normal transportation costs for repatriation of injured, sick or deceased **employees** covered by this insurance from the location of operations to the destination in the United States, or country of hire, it being understood that such injuries must make repatriation necessary in the opinion of competent medical authorities.

We also agree to reimburse you for:

1. Normal transportation costs to return the previously sick or injured **employee** to the location of operations; and
2. Normal transportation costs to and from the location of operations for a temporary **employee** substituting for the injured or sick **employee** or

3. Normal transportation costs to the location of operations for a permanent replacement **employee** for the injured, sick or deceased "employee."

Repatriation does not apply to **Local National Employees** or **Third Country Nationals** for injuries incurred within the country of origin.

F. PAYMENTS YOU MUST MAKE

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. Of your serious and willful misconduct;
2. You knowingly employ an **employee** in violation of law;
3. You fail to comply with a health or safety law or regulation; or
4. You discharge, coerce or otherwise discriminate against any **employee** in violation of the workers' compensation law.

If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.

G. RECOVERY FROM OTHERS

We have the right, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. STATUTORY PROVISIONS

These statements apply where they are required by law.

1. As between an injured **employee** and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this Coverage Form that are not in conflict with that law.
5. This insurance conforms to the parts of the workers' compensation law that apply to:
 - a. Benefits payable by this insurance;
 - b. Special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers' compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this Coverage Form.

PART TWO - EMPLOYERS' LIABILITY INSURANCE

A. HOW THIS INSURANCE APPLIES

This Employers' Liability insurance applies to bodily injury by accident or bodily injury by disease, as set forth below. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured **employee's** employment by you.

2. The employment must be necessary or incidental to your work in a **state**, territory or country listed in the Declarations.
3. Bodily injury by accident must occur during the **policy period**, and in the **coverage territory**.
4. Bodily injury by disease must be caused or aggravated by the conditions of the **employee's** employment in the **coverage territory**. The **employee's** last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the **policy period**. It is agreed that the term disease as used in this Coverage Form shall include any **endemic disease**.

B. WE WILL PAY

We will pay all sums you legally must pay as damages because of bodily injury to your **employees**, provided the bodily injury is covered by this Employers' Liability Insurance, and subject to the applicable limits shown in the Declarations. The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a **claim** or **suit** against you by that third party to recover the damages claimed against such third party as a result of injury to your **employee**;
2. For care and loss of services;
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured **employee**; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured **employee's** employment by you; and
4. Because of bodily injury to your **employee** that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. EXCLUSIONS

This insurance does not cover:

1. Punitive or exemplary damages because of bodily injury to an **employee** employed in violation of law, whether or not you have actual knowledge;
2. Bodily injury to an **employee** while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
3. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
4. Bodily injury intentionally caused or aggravated by you;
5. Bodily injury and occupational disease occurring within the United States of America, its territories or possessions, Puerto Rico or Canada; but this exclusion shall not apply to non-U.S./Canadian based **employees** while traveling in the United States of America or Canada while on business, nor to Canadian based **employees** while traveling in the United States of America on business;
6. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any **employee** or any personnel practices, policies, acts or omissions;
7. Maritime coverage. It is further understood and agreed that the insurance provided under this Coverage—Employers' Liability shall not apply to the master or member of the crew of any vessel, nor to any sums which the insured shall become legally obligated to pay as a result of a **suit** or legal action brought under the provisions of the Jones Act, Death on the High Seas Act, or other applicable statutes; or
8. Bodily injury arising out of the radioactive, toxic or explosive properties of **nuclear material**.

D. WE WILL DEFEND

We have the right and duty to defend, at our expense, any **claim** or **suit** against you for damages payable by this insurance. We have the right to investigate and settle these **claims** and **suits**. We have no duty to defend a **claim** or **suit** that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. SUPPLEMENTARY PAYMENTS

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any **claim** or **suit** we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. LIMITS OF LIABILITY

Our liability to pay for damages is limited. Our limits of liability are shown in the Declarations. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "Bodily Injury by Accident-Each Accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more **employees** in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "Bodily Injury by Disease-Policy Limit" is the most we will pay during the policy period for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of **employees** who sustain bodily injury by disease. The limit shown for "Bodily Injury by Disease-Each Employee" is the most we will pay for all damages because of bodily injury by disease to any one **employee**. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any **claims** for damages after we have paid the applicable limit of our liability under this insurance.

G. RECOVERY FROM OTHERS

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

H. ACTIONS AGAINST US

There will be no right of action against us under this insurance unless:

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

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - YOUR DUTIES IF INJURY OCCURS

- A. Provide for immediate medical and other services required by the workers' compensation law.
- B. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- C. Promptly give us all notices, demands and legal papers related to the injury, **claim** or **suit**
- D. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any **claim** or **suit**
- E. Do nothing after an injury occurs that would interfere with our right to recover from others.
- F. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FOUR - PREMIUM

A. DESCRIPTION OF OPERATIONS

The Declarations shows the rate and premium basis for certain business or work descriptions. These rates were assigned based on descriptions supplied by you for the exposures you will have during the policy period. If your actual exposures are not properly indicated by those descriptions, we will assign proper descriptions, rates and premium basis by endorsement to this Coverage Form.

B. REMUNERATION

Premium for each work description is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. Remuneration includes but is not limited to overtime, bonuses, and cash allowances for cost-of-living and board and lodging during the policy period for the services of:

1. All your officers and **employees** engaged in work covered by this Coverage Form; and
2. All other persons engaged in work that could make us liable under Part One (Workers' Compensation Insurance) of this Coverage Form. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.
3. The remuneration of each executive officer of the insured, if a corporation, shall be assigned without division to the highest rated classification which is applicable to any duty undertaken by such executive officer for any part of the time he is employed.

If the premium for this Coverage Form is on a per capita charge basis, such charges shall not be subject to adjustment except as provided for in the event of cancellation of this Coverage Form, as specified in the Common Policy Conditions.

C. RECORDS

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

D. PREMIUM PAYMENTS

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

PART FIVE - CONDITIONS

A. DEFENSE BASE ACT

1. If the Defense Base Act is shown in the Declarations as applicable to any **employee** or group of **employees**, then the above definition of Workers' Compensation Law (GENERAL SECTION—Paragraph C) includes, with respect to such **employees**, the Defense Base Act (42 USC Sections 1651-1654), any amendments to that law that is in or takes effect during the policy period, and any provisions of the Longshoremen's and Harbor Workers' Compensation Act that apply to that law.
2. It is understood and agreed that no premium will be charged, and no portion of the rating is for any benefits which may become payable under the provision of the War Hazards Compensation Act and any subsequent amendments or modification thereto. It is understood the United States Government self-insures these exposures and will reimburse the company for any and all losses falling under the act, so long as no charge is made for the coverage by the company.

B. OTHER INSURANCE

1. With respect to insurance provided under **PART ONE – WORKERS' COMPENSATION INSURANCE**, this insurance is considered to be primary insurance for any **claim** or **suit** covered by this insurance.

If you have an insurance policy issued in any **state**, territory or country providing valid and collectible insurance against a loss covered by this insurance or if your **employees** are covered by any statutory plan or program of social security or other government benefits, we will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will

be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

2. With respect to insurance provided under **PART TWO – EMPLOYERS LIABILITY INSURANCE:**

a. If your **local insurance** provides coverage for a **claim** or **suit** that is also covered by this insurance, then this insurance is Difference-In-Limits (DIL) with respect to such **local insurance**. This means:

- Payments made under **local insurance** also reduce the applicable limits of this insurance; and
- This insurance will not make any payments until all applicable limits of **local insurance** are exhausted.

If limits of this insurance remain after the applicable limits of **local insurance** are exhausted, then this insurance will apply subject to this insurance's own terms and conditions.

b. In the event the Insured fails to obtain or maintain **compulsory local insurance**, or fails to maintain any other **local insurance**, this insurance will apply as though such insurance were in force.

c. This insurance is excess of any other non-admitted insurance, whether primary, excess, contingent or on any other basis, excepting only insurance purchased specifically to apply in excess of this insurance.

d. If this insurance covers part or all of any **claim** or **suit** that is not covered under the terms of any **local insurance**, nor of any other non-admitted insurance, then with respect only to such part of the **claim** or **suit**, this insurance is not excess or DIL, but is primary insurance and will apply as such to the extent that the terms and conditions of this insurance are broader than those of all other applicable insurance, provided that this insurance will not pay for any portion of a **claim** or **suit** that would have been covered by **local insurance** or by any other insurance but for:

- Exhaustion of the applicable limit of insurance;
- Failure by the **Insured** to comply with one or more terms or conditions of such insurance;
- Failure of an otherwise covered **claim** or **suit** to satisfy the timing of a triggering event required by the **local insurance**; or
- Failure by the **Insured** to obtain or maintain **compulsory local insurance** or to maintain other **local insurance** that was in force at policy inception.

3. If we or one of our subsidiaries, affiliates, partners or associates have issued more than one policy or Coverage Form that applies to the same bodily injury to which this Coverage Form applies, then the total limit of insurance under all such policies or Coverage Forms shall not exceed the highest applicable limit under any of those policies or Coverage Forms.

C. CURRENCY VALUATION

When payment under this Coverage Part must be converted to or from United States of America dollars, we will use the rate of exchange published in the Wall Street Journal as of the date the loss or expense is paid, or if the Wall Street Journal is not published on that date, then on its next publication date.

D. MISREPRESENTATION, FRAUD OR INADVERTENT NON-DISCLOSURE

This insurance shall be void if, whether before or after loss, you or a designated representative willfully concealed or misrepresented any material fact or circumstance, or attempted or committed any fraud or false swearing concerning this insurance, its subject matter, or any **claim**. However, your unintentional failure to tell us about all exposures existing on the effective date of this insurance for which coverage(s) exist under this Coverage Part shall not be a reason by itself for us to deny coverage under this Coverage Part.

PART SIX - DEFINITIONS

A. **Claim** means a verbal or written demand placed on the **Insured** by a third party for monetary compensation as a result of covered bodily injury by accident or bodily injury by disease which is covered under this Coverage Form.

B. **Compulsory local insurance** means **local insurance** the **Insured** is legally obligated to carry to satisfy local statute or regulation.

C. Country of domicile means the country where the **employee** is a resident citizen or legal resident alien.

D. Coverage territory means anywhere in the world except:

1. the United States of America, its territories and possessions and the Commonwealth of Puerto Rico (hereafter "USA");
2. Canada;
3. any country or jurisdiction for which payment of loss under this policy would be prohibited under any United States law or regulation applicable to non-admitted insurance, including but not limited to economic or trade sanctions, laws or regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC); or
4. any country or jurisdiction expressly excluded by an endorsement attached to this policy.

But with respect only to **employees** engaged in **temporary travel** for business purposes, **coverage territory** also includes the USA and Canada, but only with respect to:

- a. Residents of the USA or Canada who are aboard a medium of transportation departing for somewhere other than the USA and Canada;
- b. Residents of somewhere other than USA and Canada, who are temporarily in the USA or Canada; or
- c. Residents of Canada who are temporarily in the USA.

E. Employee means anyone employed by the **Named Insured** including any volunteer worker. At your option, **employee** may include individuals who are independent contractors with whom you have a written contract in which you agree to provide them the benefits of voluntary workers' compensation. **Employee** includes:

1. **U.S./Canadian Employees** defined as any citizen or legal permanent resident of the United States (including its territories and possessions) Puerto Rico or Canada hired or assigned to work, or on **temporary travel** for business purposes, within the **coverage territory**.
2. **Third Country Nationals** defined as any **employee**, other than **U.S./Canadian Employees**, working within, or on **temporary travel** for business purposes within, the **coverage territory** but outside their **country of domicile**.
3. **Local National Employee** defined as any **employee** other than **U.S./Canadian Employees** working within the **coverage territory** and:
 - a. within their **country of domicile**; or
 - b. on **temporary travel** for business purposes outside their **country of domicile**.

But coverage under **PART ONE** of this policy applies only to **temporary travel** for business purposes outside of such **employees' country of domicile**.

4. Subcontractors, but only if we have been notified prior to commencement of their employment and for whom the proper premium has been paid in full in accordance with the Premium/Remuneration provisions of **PART FOUR** of the policy.

F. Endemic disease means an infectious disease, including diseases borne by air, blood, food, insects or water, provided that the disease is indigenous to a country or region outside of the United States of America, or occurs in epidemic proportion outside of the United States of America.

G. First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations.

H. Insured means those persons or organizations as set forth in the section entitled **WHO IS AN INSURED**.

I. Local insurance means insurance, other than this insurance, that the **Insured** obtains from a private insurer licensed or permitted by law to write such insurance in a locality where this insurance presents exposure to loss, or that the **Insured** obtains from a governmental entity authorized to provide such insurance in that locality.

J. Named Insured means the persons or organizations named as such in the Declarations and any other person or organization qualifying as a **Named Insured** under this Coverage Part.

K. Nuclear facility means any:

1. Nuclear reactor or apparatus designed or used to:
 - a. Sustain nuclear fission in a self-supporting chain reaction; or
 - b. Contain a critical mass of fissionable material;
2. Any site, structure, basin, excavation, or place used for the preparation, use, storage or disposal of any **nuclear material**, including all operations and premises used for such purposes;
3. Any equipment or device designed or used for processing, fabricating or allowing **nuclear material**, including but not limited to:
 - a. Separating the isotopes of uranium or plutonium;
 - b. Processing or utilizing any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; or
 - c. Handling, processing or packaging any waste or by-product material resulting from the operation of any **nuclear facility** defined above.

L. Nuclear material means any:

1. Source material special nuclear material or by-product material as defined or described in the Atomic Energy Act of 1954 and in any law amendatory thereto;
2. Solid or liquid fuel element or fuel component which has been used or exposed to radiation in a **nuclear facility**;
3. Waste material resulting from the operation of any **nuclear facility**.

M. Policy period means the period of time from the effective date and time of this Policy to the date and time of termination as shown in the Policy Declarations, or its earlier cancellation date.

N. State means any nation or political sub-division which has a workers' compensation law and includes the states of the United States of America (including its territories and possessions), the District of Columbia, Puerto Rico, and the provinces of Canada.

O. State of Hire means the **state** in which you hire an **employee** or from which you assign an **employee** to work elsewhere. **State of hire** also includes any state where you have contractually agreed to provide benefits. In the event the employee is deemed eligible for more than one **state of hire** benefit, the employee may choose which of the applicable **state of hire** benefits to accept.

P. Suit includes, but is not limited to a civil proceeding in a court of law in which damages to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do so with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The company shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Q. Temporary travel means a consecutive period of time of 30 days or less duration.



CNA PARAMOUNT - INTERNATIONAL

24/7 Coverage for Business Travel and Other Insurance Endorsement

This endorsement modifies insurance provided under the following:

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. Under PART ONE – WORKERS' COMPENSATION INSURANCE, the section entitled **HOW THIS INSURANCE APPLIES** is amended to:

A. Add the following:

Subject to all other provisions of this insurance:

- U.S./Canadian **employees** based in the United States or Canada are covered on a 24-hour basis while engaged in **temporary travel** outside the of the United States and Canada for business purposes.
- **Employees** based outside of the United States and Canada, and who are not legal permanent residents of the United States or Canada, are covered on a 24-hour basis while engaged in **temporary travel** within the United States or Canada for business purposes.
- Third Country National **employees** are covered only in the course and scope of their employment while working within the country to which they are regularly assigned, but are covered on a 24-hour basis while engaged in **temporary travel** outside the country to which they are regularly assigned.

B. Delete paragraph 4. and replace it with the following:

4. For **employees** engaged in **temporary travel**, insurance shall apply from the time the **employee** boards any aircraft, vessel, or other medium of transportation which is bound for a destination outside the country to which the **employee** is regularly assigned, and shall cease when the **employee** alights from the medium of transportation returning the **employee** to the country where the **employee** is regularly assigned.

II. Under CONDITIONS, the condition entitled **OTHER INSURANCE** is amended to:

A. Delete paragraph 1. and replace it with the following:

1. With respect to insurance provided under **PART ONE – WORKERS' COMPENSATION INSURANCE**:

- a. Except as provided in paragraph **c.** below, this insurance is considered to be primary insurance for any **claim** or **suit** covered by this insurance.

b. If an **employee** is eligible for:

- Workers Compensation benefits under a Workers Compensation Law; or
- Benefits under a private or state-sponsored Social Security or similar plan;

then as a precondition to this insurance applying, Local National **employees** must file for such other benefits, but we will not require U.S./Canadian **employees** or Third Country National **employees** to file for such other benefits as a precondition to this insurance applying.


- c. When an **employee** or you file for such other benefits specified in **b.** above, this insurance shall apply only to the extent that benefits under this insurance are greater than such other benefits, and only after we have satisfactory evidence of the amounts determined under such other benefits.

B. Add the following to paragraph 2., which pertains to PART TWO – EMPLOYERS LIABILITY INSURANCE:

For the purpose of this paragraph 2., Employers Liability insurance you carry in the United States of America or in Canada will be treated as **local insurance**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

	<p style="text-align: center;">CNA PARAMOUNT - INTERNATIONAL</p> <p style="text-align: center;">Political, Security and Natural Catastrophe Evacuation and Relocation Expense Coverage Endorsement</p>
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In consideration of an additional premium, it is hereby understood and agreed that this endorsement amends the **International Voluntary Workers' Compensation and Employers' Liability Coverage Part** as follows:

Additional Premium Charge for this endorsement: Included

I. INSURING AGREEMENT

Subject to the Limits of Liability and all other terms and conditions of the policy, the Insurer agrees to reimburse the **Named Insured** for **evacuation and relocation expense** resulting directly from an **insured event**.

II. EXCLUSIONS

Solely with respect to the coverage afforded under this endorsement, the Insurer will not pay for **evacuation and relocation expense** based upon or arising out of any actual or alleged:

A. Contractual Obligations

failure of the **Named Insured** or **employee** to honor any contractual obligation or bond or to obey any conditions in a license.

B. Debt or Insolvency

debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.

C. Nuclear, Chemical or Biological

nuclear, chemical or biological hazards, including but not limited to, the presence or threat by:

1. ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof;
2. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component or threat thereof.

D. Violation of Laws

Violation of the laws of the **host country** by the **employee** or **Named Insured**, or failure of the same to maintain and possess duly authorized and issued required documents and visas, unless the Insurer determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the **employee** or **Named Insured**.

E. Workers' Compensation

Responsibility under a Workers' Compensation Act (including the assumption thereunder of endemic disease), Unemployment Compensation Act, medical plan or policy, or any other similar program or scheme.

III. LIMITS OF LIABILITY

Solely with respect to the coverage afforded under this endorsement, the most the Insurer will pay for **evacuation and relocation expense** is limited as follows:

\$5,000 per **employee** per **insured event** for evacuation and relocation combined.

\$25,000 for all **insured events** covered during the policy period, regardless of number.

IV. REVISED CONDITIONS

Under **PART FIVE-CONDITIONS**, the **OTHER INSURANCE** condition is amended by the addition of the following:

With respect to insurance provided under the **Political, Security and Natural Catastrophe Evacuation and Relocation Expense Coverage Endorsement**, this insurance shall be deemed primary unless the **Named Insured** or **employee(s)** are insured under any other valid and collectible insurance that provides coverage [for any element of damages] due to an **Insured Event** covered by this endorsement. If there is other valid and collectible insurance or a similar expense reimbursement program available to the **Named Insured** or **employee(s)** then coverage afforded under the **Political, Security and Natural Catastrophe Evacuation and Relocation Expense Coverage Endorsement** shall be excess and non-contributory with such other insurance or program. We will only pay for the amount of such fees and expenses in excess of the amount due from that other insurance.

V. ADDITIONAL DEFINITIONS

PART SIX – DEFINITIONS is amended by the addition of the following:

A. Evacuation and Relocation Expense:

1. means only the following reasonable and necessary fees and expenses paid by the **Named Insured** or **employee** and directly incurred as a result of an **insured event**:
 - a. travel to the nearest place of safety or to the **resident country**;
 - b. accommodations for a maximum of seven days;
 - c. economy class fares on a licensed common carrier operating from a published timetable;
 - d. the fees and expenses of the contracted security provider;
 - e. other reasonable and necessary fees and expenses incurred with the Insurer's prior written consent.
2. does not include:
 - a. ransom payments;
 - b. repatriation of remains.

B. Host Country means a country within the **coverage territory** where an **employee** is temporarily resident or traveling and employed full-time but is not a citizen.

C. Insured Event means:

1. Evacuation

the return of an **employee** to their **resident country** or the nearest place of safety from a **host country**, necessitated by a **political cause, security crisis** or **natural catastrophe**; and

2. Relocation

the subsequent relocation of the same **employee** to the country from which the **employee** was expatriated, when such relocation:

- a. is made necessary by the evacuation described above; and
- b. commences within ninety (90) days of the:
 - (1) date of the **political cause**; or
 - (2) commencement of the **natural catastrophe** or **security crisis**.

D. Natural Catastrophe means natural disasters including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm which commence during the **policy period**. All earthquake shocks or volcanic eruptions that occur within any 168-hour period will constitute a single earthquake or volcanic eruption.

E. Political Cause means:

1. a government official from the **employee's resident country** issuing a formal recommendation that specifies:
 - a. the **employee** leave a **host country**; or
 - b. generally that a class of persons which includes an **employee** leave the **host country**;
2. an **employee** being expelled or declared persona non grata on the written authority of the recognized government of the country where the **employee** is a temporary resident; or
3. the wholesale seizure, confiscation or expropriation of the property, plant and equipment of the Insured in the country where the **employee** is a temporary resident;

when such acts occur during the **policy period**. However, not included as a **political cause** is any act or decision based upon or arising out of any of this endorsement's **EXCLUSIONS**.

F. Resident Country means the country of which the **employee** is a national or permanent resident.

G. Security Crisis means:

1. civil uprisings;
2. terrorist attacks;
3. political unrest;
4. armed conflict;
5. or personal threats:
 - a. acknowledged by law enforcement authorities; or
 - b. manifested by evidence or physical harm

which place the **employee** in danger of serious bodily harm or death and which commence during the **policy period**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Amended Definition of Temporary Travel Endorsement

It is understood and agreed that this endorsement amends the **INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE PART** as follows:

Under the section entitled **DEFINITIONS**, the definition of **Temporary Travel** is deleted and replaced by the following:

Temporary travel means a consecutive period of time of 90 days or less duration.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Amendment - Repatriation Expense Coverage

This endorsement modifies insurance provided under the following:

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE FORM

It is understood and agreed that the Section entitled **REPATRIATION EXPENSES COVERAGE** is deleted in its entirety and replaced by the following:

REPATRIATION EXPENSES COVERAGE

1. At your option, and subject to:

- prior approval by our designated service provider; and
- the Repatriation – Aggregate Limit, and Repatriation – Per Employee Limit shown in the Declarations;

we will arrange and pay for:

a. Emergency Medical Evacuation

Emergency medical evacuation of a sick or injured **employee** to the nearest adequate hospital or treatment facility, under medical supervision if necessary, provided that:

- (1) the injury or disease, including **endemic disease**, is covered under **PART ONE** of this insurance;
- (2) adequate medical facilities are not available locally; and
- (3) a licensed attending physician determines that such transportation is medically necessary.

b. Repatriation of Employee

Repatriation of a sick or injured **employee** from the country of operations to the **employee's country of domicile**, following stabilization, and under medical supervision if necessary, provided that:

- (1) the injury or disease, including **endemic disease**, is covered under **PART ONE** of this insurance; and
- (2) a licensed attending physician determines that such transportation is medically necessary.

c. Repatriation of Mortal Remains

Repatriation of a deceased **employee's** mortal remains from the country of operations to the **employee's country of domicile**, including:

- (1) the documentation and authorization required from authorities;
- (2) the cost of cremation, or of embalment, to meet the requirements of the **country of domicile**;
- (3) a container appropriate for transportation; and
- (4) the cost of transportation;

provided that death resulted from an injury or disease, including **endemic disease**, that is covered under **PART ONE** of this insurance.

Our obligation to pay such expenses applies only to the extent such expenses are over and above the normal costs of transporting a healthy **employee**. Our obligation under this coverage is limited to providing one emergency evacuation, and if necessary repatriation, attributable to any single medical condition of an **employee**.

Expenses must be approved by, and travel arrangements coordinated through, our designated service provider.

Where we are unable by law, or otherwise, to pay such expenses on your behalf, we will reimburse you for such expenses.

2. Also subject to the Repatriation – Per Employee Limit and Repatriation – Aggregate Limit shown in the Declarations, we agree to reimburse you for:
- a. Normal transportation costs to:
 - (1) return the previously sick or injured **employee** to the location of operations; and
 - (2) send a temporary substitute **employee** to and from the location of operations; or
 - b. normal transportation costs to send a permanent replacement **employee** for the injured, sick or deceased **employee**.
3. With respect to the coverage provided under Paragraph 1. above:
- a. Medically necessary emergency services shall mean those services necessary to treat an eligible **employee** for any of the following emergency conditions:
 - (1) a life-threatening, limb-threatening, hearing-threatening or sight-threatening emergency condition;
 - (2) an accidental, traumatic injury;
 - (3) an acute illness;
 - (4) a chronic condition that if left untreated could be considered life-threatening or likely to lead to a significant loss of function; or
 - (5) any other medical condition which the evaluating physician believes if left untreated will cause material deterioration in the **employee's** health, or uncontrolled suffering.
 - b. All decisions as to:
 - (1) the medical need for evacuation or repatriation;
 - (2) the means or timing of any evacuation;
 - (3) the medical personnel to be used; and
 - (4) the final destination;are medical decisions that will be made by physicians designated by our designated service provider in consultation with a local attending physician based on medical factors. Decisions made by our designated service provider's designated physician shall govern.
4. The Repatriation – Aggregate Limit shown in the Declarations is the most we will pay under REPATRIATION EXPENSES COVERAGE for the sum of all payments and reimbursements for such costs and expenses arising out of injury or disease, including **endemic disease**, that occurred during the **policy period**.
5. Subject to 4. above, the Repatriation – Per Employee Limit shown in the Declarations is the most we will pay under REPATRIATION EXPENSES COVERAGE for the sum of all payments and reimbursements for such costs and expenses arising out of injuries or disease, including **endemic disease** affecting any single **employee** during the **policy period**. All such costs and expenses must be reported to us within one year of the covered injury or disease.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Amendment - Definitions

This endorsement modifies insurance provided under the following:

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE FORM

It is understood and agreed that the Section entitled **DEFINITIONS** is amended to delete the following definitions in their entirety, and replace them with the following:

- **County of domicile** means the country where the **employee** is a:
 1. **Resident citizen**, meaning the **employee** both resides there and holds the status of citizen; or
 2. **Legal resident alien**, meaning the **employee** legally, permanently resides there, but does not have the status of citizen.
- **Employee** means anyone employed by the **Named Insured**, including any volunteer worker. At your option, **employee** may also include individuals who are independent contractors with whom you have a written contract in which you agree to provide them the benefits of voluntary workers' compensation. **Employee** includes:
 1. **U.S./Canadian Employees**, defined as any citizen or legal permanent resident of the United States (including its territories and possessions), Puerto Rico or Canada hired or assigned to work, or on **temporary travel** for business purposes, within the **coverage territory**.
 2. **Third Country Nationals**, defined as any **employee**, other than **U.S./Canadian Employees**, working within, or on **temporary travel** for business purposes within, the **coverage territory** but outside their country of citizenship.
 3. **Local National Employee**, defined as any **employee**, other than **U.S./Canadian Employees**, working within the **coverage territory** and:
 - a. within their country of citizenship; or
 - b. on **temporary travel** for business purposes outside their country of citizenship.
 4. Subcontractors, but only if we have been notified prior to commencement of their employment and for whom the proper premium has been paid in full in accordance with the Premium/Remuneration provisions of **PART FOUR**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



This endorsement modifies insurance provided under the following:

INTERNATIONAL VOLUNTARY WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

It is understood and agreed as follows:

- A.** For the purpose of the coverage provided by this Coverage Part, the terms “you” and “your” refer to the **Named Insured**.
- B.** The section entitled PART SIX – DEFINITIONS is amended to delete the definition of **Named Insured** and replace it with the following:

Named Insured means:

1. The persons or organizations named as such in the Declarations; and
2. Pursuant to the limitations below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**;

provided that there is no other similar insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit and without regard to whether its coverage is broader or narrower than that provided by this insurance.

However this insurance does not apply to:

- (1) any organization that is excluded by another endorsement attached to this Coverage Part; or
- (2) bodily injury that occurred prior to the date of management control, or that occurs after management control ceases.

For the purpose of this definition, management control means:

- Having interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the entity's governing body;
- Having the right, pursuant to a written trust agreement to protect, control the use of, encumber or transfer or sell property held by a trust; or
- An obligation of a **Named Insured** shown in the Declarations under a written contract or written agreement to provide insurance as is provided by this Coverage Part to a limited liability company, partnership or joint venture in which such a **Named Insured** is a member or partner and to direct or manage such organization, including the authority to delegate the direction or management to others. Except as provided above, no person or organization is an **Insured** with respect to the conduct of any current or past limited liability company, partnership or joint venture in which a **Named Insured's** interest does/did not rise to the level of management control.

- C.** The section entitled GENERAL SECTION is amended to delete paragraph **B. WHO IS AN INSURED** and replace it with the following:

B. WHO IS AN INSURED

An employer who qualifies as a **Named Insured** is an **Insured**. If the **Named Insured** is a partnership, joint venture or limited liability company, then each partner or member is also an **Insured**, but only in the partner's or member's capacity as an employer of the partnership's, joint venture's or limited liability company's **employees**.



CNA PARAMOUNT - INTERNATIONAL

Broad Named Insured Endorsement

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.


**CNA PARAMOUNT - INTERNATIONAL****Business Travel Accidental Death and Dismemberment
Coverage Part Declarations**

1. Named Insured and mailing address	Name: BP3 Global, Inc Address: 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES			
2. Coverage Details (Coverage applies only to those coverages and classes for which a Principal Sum is shown.)	Broad Business Trip Coverage: Persons Insured (See definition of "Insured Persons" for details of when spouses and children are covered.)	Class Applicable	Principal Sum - Coverage A (AD&D)	Principal Sum - Coverage B (Medical Expense)
	Named Insureds' Employees	Class 1	\$250,000	\$5,000
	Any spouse of a Named Insured's employee	Class 2	\$25,000	\$5,000
	Any dependent child of a Named Insured's employee	Class 3	\$10,000	\$5,000
3. Annual Aggregate Limit	\$1,250,000			
4. Per Accident Aggregate Limit	\$1,250,000			
5. Premium	Exposure (Class) Description	Premium Rating Basis	Rate	Premium
	US and Third-Country Nationals – Annual	20	Flat	\$500
	US and Third-Country Nationals – Trips	Included	Included	Included
	Medical Expenses	Included	Included	Included
	No. of Dependents (Including Spouse)	Included	Included	Included
6. Premium, Surcharges Taxes and Fees at Issuance	Total Premium for this Coverage Part \$500 Subject to a Minimum Earned Premium of \$500			

7. Premium Rating Basis:	(e) Number of employees traveling (t) Number of trips taken (m) Total days traveling by both annual and day travelers (u) Number of dependents (o) Other – Description (per unit)	
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8. Schedule of Accidental Death & Dismemberment Benefits	Type of Loss	Benefit Amount
	Loss of life	100% of the applicable Principal Sum
	Loss of Two or More Members*	100% of the applicable Principal Sum
	Loss of Entire Sight in Both Eyes	100% of the applicable Principal Sum
	Loss of One Member*	50% of the applicable Principal Sum
	Loss of Entire Sight in One Eye	50% of the applicable Principal Sum
	Loss of Hearing in Both Ears	50% of the applicable Principal Sum
	Loss of Thumb and Index Finger of Same Hand	25% of the applicable Principal Sum
	Loss of Four Fingers of the Same Hand	25% of the applicable Principal Sum
	* "Member" means a hand or foot.	
	However, if the Insured Person is over 69 years old at the time of the covered accident, then the applicable percentage shown above will be multiplied by the applicable percentage shown below to determine the payable percentage of the Principal Sum:	
	Age on Date of Covered Accident	Percentage of Benefit Amount Otherwise Payable
	70-74	65%
	75-79	45%
	80-84	30%
85 or older	15%	

Form(s) and Endorsement(s) applicable to this Coverage Form and made a part here of at time of issuance:
CNA85287XX (3-16), CNA85270XX (6-17), CNA90921XX (2-18)

	<p style="text-align: center;">CNA PARAMOUNT - INTERNATIONAL</p> <p style="text-align: center;">Business Travel Accident Death and Dismemberment Coverage Supplemental Declarations</p>
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SCHEDULE OF COVERED MEDICAL EXPENSES

Deductible per accident or illness :	\$50	unless a different amount is shown here:	
Coinsurance rate:	100%	of all covered expenses	

Covered Medical Expenses	Applicable Sublimits and Benefit Caps unless otherwise endorsed	
Ambulance services to or from a hospital	\$250	per occurrence
Anesthetics and their administration	Included in Principal Sum.	
Artificial limbs or eyes (not including replacement of such items)	Included in Principal Sum.	
Blood products, including artificial blood products, and the transfusion thereof	Included in Principal Sum.	
Casts, splints, trusses, crutches, and braces, but not including dental braces, or replacement of any of the foregoing	Included in Principal Sum.	
Chiropractic expenses on an inpatient or outpatient basis	Included in Principal Sum.	
Dental charges for injury to sound, natural teeth	\$1,000	per Insured Person
Drugs or medicines administered by a licensed physician or obtained with a licensed physician's written prescription	Included in Principal Sum.	
Emergency medical treatment of pregnancy	\$2,000	per Insured Person
Eyeglasses, contact lenses and hearing aids that require repair or replacement due to damage incurred in a covered accident that also requires other medical treatment.	Included in Principal Sum.	
Hospital semi-private room and board (or room and board in an intensive care unit), and ancillary services, including emergency rooms and operating rooms.	<p style="text-align: center;">30 days maximum period of hospital confinement.</p> <p style="text-align: center;">Maximum daily hospital benefit: \$800 per day in Intensive Care Unit \$400 per day all other.</p>	
Laboratory tests, microscopic tests, and related tests or analysis made for diagnosis or treatment	Included in Principal Sum.	
Medical care, services or treatment provided by a licensed physician.	Included in Principal Sum.	
Oxygen and rental of equipment to administer oxygen.	Included in Principal Sum.	
Physical therapy prescribed by a licensed physician.	Included in Principal Sum.	
Radiological procedures for diagnosis or treatment.	Included in Principal Sum.	
Rental of a wheelchair, a hospital bed, or equipment for treatment of respiratory paralysis.	Included in Principal Sum.	



CNA PARAMOUNT - INTERNATIONAL

Business Travel Accidental Death & Dismemberment Coverage Part

I. COVERAGE

A. COVERAGE A – TRIP-RELATED ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT COVERAGE

Subject to the applicable Limits of Liability, the Insurer agrees to pay the **Insured Person** the applicable benefit specified in the **Schedule of Accidental Death & Dismemberment Benefits** for **loss** that results from an **accident** that occurs while the **Insured Person** is on an international business or relocation **trip** made on behalf of the **Named Insured**, provided:

1. The **accident** occurs during the policy period; and
2. **Loss** results within 365 days after the **accident**.

If the **Insured Person** incurs multiple **losses** in the same **accident**, then only the largest applicable benefit will be paid.

Unless otherwise specified, the Insurer will pay benefits only once for any covered **accident**.

B. COVERAGE B – TRIP-RELATED MEDICAL EXPENSE BENEFIT COVERAGE

Subject to the applicable Limits of Liability, and subject to all applicable deductibles, coinsurance percentages, benefit periods, benefit maximums and other terms or limits shown in the **Schedule of Covered Medical Expenses**, the Insurer agrees to pay the **Insured Person** for **medical expenses** that result from an **accident** or **illness** that occurs during the policy period while the **Insured Person** is on an international business or relocation **trip** made on behalf of the **Named Insured**, provided the **medical expense**:

1. is **medically necessary**;
2. is for a service, treatment or supply that is provided during the course of the business or relocation **trip** and while this Coverage Part is still in force;
3. results from:
 - a. **illness**; or
 - b. violent bodily injury caused entirely by a covered **accident**, independently of any other cause. All injuries sustained by an **Insured Person** in any one **accident**, including all related conditions and recurrent symptoms of those injuries, are considered a single injury; and
4. is reported to the Insurer within 365 days after the **accident** or **illness**.

But the Insurer will not pay more for a **medical expense** than the amount that, in the Insurer's judgment, is the usual or customary fee or charge for such service, treatment or supply in the geographic area where rendered or furnished.

Unless otherwise specified, the Insurer will pay **medical expenses** only once for any covered **accident** or **illness**.

C. EXPOSURE AND DISAPPEARANCE COVERAGE

Loss or **medical expenses** caused by exposure to the elements by reason of a covered **accident** will be payable under **Coverage A** or **Coverage B** above, if such **loss** or **medical expense** is otherwise payable under those Coverages.

With respect to **Coverage A** above, if an **Insured Person** is not found within 365 days after the disappearance, sinking or wrecking of a conveyance in which the **Insured Person** is riding at the time a covered **accident** occurs, then the **Insured Person** will be presumed to have suffered loss of life caused by that **accident**.

II. LIMITS OF LIABILITY

Regardless of the number of **Insured Persons**, **accidents**, **illnesses** or claims, the Limits of Insurance shown on the Declarations, along with the applicable Schedules and the rules below fix the most we will pay under this Coverage Part.

A. Annual Aggregate Limit

The Annual Aggregate Limit shown in the Declarations is the most the Insurer will pay under this Coverage Part for the sum of all **loss** and **medical expenses** arising out of **accidents** or **illnesses** that occur during the policy period.

B. Per Accident Aggregate Limit

Subject to the Annual Aggregate Limit, the Per Accident Aggregate Limit shown on the Declarations is the most the Insurer will pay for the sum of all:

1. **loss** and **medical expenses** arising out of any one **accident**, regardless of the number of **Insured Persons** involved in the **accident**; or
2. **medical expenses** arising out of any number of **Insured Persons** who suffer from the same **illness** while travelling together on a business or relocation **trip**.

If the sum of **loss** and **medical expenses** otherwise payable for all **Insured Persons** in a single **accident** or **illness** event (the Pre-Aggregate Sum) exceeds the Per Accident Aggregate Limit, then the amounts actually payable to each **Insured Person** will be in the same proportion as the Per Accident Aggregate Limit bears to the Pre-Aggregate Sum.

C. Schedule of Accidental Death & Dismemberment Benefits

Subject to the Per Accident Aggregate Limit, the applicable Principal Sum shown in the Declarations along with the **Schedule of Accidental Death & Dismemberment Benefits** and the rules below fix the most the Insurer will pay under **COVERAGE A – TRIP-RELATED ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT COVERAGE** for **loss** to any one **Insured Person** arising out of any one **accident**:

If an accident results in **loss** of a hand, the indicated benefit applicable for **loss** of that member applies instead of, and not in addition to, the indicated benefit for **loss** of thumb and index finger of that hand, or for **loss** of all four fingers of that hand.

In no event will the sum of benefits payable under this provision, due to the same **accident**, exceed the **Insured Person's** applicable Principal Sum.

D. Schedule of Covered Medical Expenses

Subject to the Per Accident Aggregate Limit, the applicable Principal Sum shown in the Declarations along with the **Schedule of Covered Medical Expenses** fix the most the Insurer will pay under **COVERAGE B – TRIP-RELATED MEDICAL EXPENSE BENEFIT COVERAGE** for **medical expenses** incurred by any one **Insured Person** arising out of any one **accident** or **illness**.

III. EXCLUSIONS

A. Exclusions Applicable to Both Coverage A and Coverage B:

1. Excluded Causes

The Insurer will not pay for **loss** or **medical expenses** caused by or resulting from:

- a. alcoholism.
- b. intentionally self-inflicted injury, suicide, or attempted suicide.

- c. nuclear incidents of any kind, excepting only **medical expenses** for radiological procedures described in the Schedule of Covered Medical Expenses.
- d. voluntary use of any drug, narcotic or controlled substance unless taken as prescribed by a **licensed physician**.
- e. war, including:
 - (1) undeclared or civil war;
 - (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Excluded Circumstances

The Insurer will not pay for **loss** or **medical expenses** arising out of **accidents** or **illness** that occur while the **Insured Person** is:

- a. committing, or attempting to commit illegal activity.
- b. participating in bungi-cord jumping, cave tubing, hang-gliding, motorcycle riding, mountain climbing, parasailing, professional or amateur racing, parachuting or skydiving, scuba diving, skiing, or ziplining.
- c. piloting or serving as a crewmember in any aircraft.
- d. serving in the armed forces of any country.
- e. traveling aboard an aircraft that is owned, leased or controlled by any Named Insured, or by any subsidiary or affiliate of any Named Insured. An aircraft will be deemed to be controlled by Named Insured, affiliate or subsidiary if the aircraft may be used as that entity wishes for more than 10 consecutive days, or for more than 15 days in any 365-day period. This exclusion does not apply if this Coverage Part has been specifically endorsed to cover flights in such aircraft.
- f. traveling aboard an aircraft that is not owned, leased or controlled by any Named Insured, unless the Insured Person is travelling as:
 - (1) a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - (2) a passenger on a non-scheduled private aircraft during a pleasure flight with no commercial purpose; or
 - (3) a passenger on an aircraft operated by a military service of a duly constituted governmental authority.
- g. traveling aboard any on-road or off-road motorized vehicle that does not require licensing as a motor vehicle.
- h. traveling for the purpose of securing medical treatment for that bodily injury or **illness**, except as provided in this Coverage Part.
- i. travelling while intoxicated according to the laws of the jurisdiction where the **accident** or **illness** occurred, or while under the influence of any narcotic, barbiturate, intoxicant or hallucinatory drug unless administered by a **licensed physician** and taken in accordance with the prescribed dosage.

3. Excluded Countries or Prohibited Insurance

The Insurer will not pay for **loss** or **medical expenses**:

- a. arising out of **accidents** or **illnesses** that occur in countries that are subject to economic or trade sanctions of the United States of America, or which are expressly excluded by an endorsement attached to this policy; or
- b. for which payment under this policy would be prohibited under any law or regulation of the United States of America applicable to non-admitted insurance, including but not limited to economic or trade sanctions,

laws or regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

4. Canadian Travel By U.S. Citizens

The Insurer will not pay for **loss** or **medical expenses** arising out of an **accident** or **illness** that occurs during an international business or location **trip** to Canada by an **Insured Person** who is a citizen of the United States, or of its territories, possessions or commonwealths.

5. U.S. Travel By Canadian Citizens

The Insurer will not pay for **loss** or **medical expenses** arising out of an **accident** or **illness** that occurs during an international business or location **trip** to the United States, or its territories, possessions or commonwealths, by an **Insured Person** who is a citizen of Canada.

B. Additional Exclusions Applicable to Coverage B

1. Occupational or Covered Elsewhere

The Insurer also will not pay **medical expenses**:

- a. that result from or contributed to by occupational **accidents** or **illnesses** that result from the **Insured Person's** regular duties for the **Named Insured**, and which only coincidentally occur or flare up during an international business or relocation **trip**. This exclusion does not apply to a corporate officer, partner or sole proprietor who is not subject to a Workers Compensation/Employers Liability Law or any similar law.
- b. to the extent such **medical expenses**:
 - (1) are paid or payable under any Workers' Compensation or Occupational Disease Law or Act or similar legislation of any country;
 - (2) are paid or payable by an automobile insurance policy without regard to fault;
 - (3) are for treatment provided under any mandatory government program or facility established to provide such treatment without cost to the **Insured Person**;
 - (4) are for services provided by any government hospital, government agency, or government-sponsored plan, and for which the **Insured Person** is eligible for reimbursement; or
 - (5) would not be the **Insured Person's** responsibility in the absence of this insurance.

2. Excluded Conditions

The Insurer also will not pay **medical expenses** that result from or are contributed to by:

- a. bacterial infection or related surgical or medical treatment thereof. This exclusion does not apply to bacterial infection that results from an accidental external cut, or from ingestion of contaminated food.
- b. mental or nervous disorders, unless otherwise provided in this Coverage Part.
- c. pregnancy or childbirth, unless otherwise provided in this Coverage Part. This exclusion does not apply if treatment is required because of a **medical emergency**.

3. Excluded Treatments, Services or Supplies

The Insurer also will not pay **medical expenses** for, or contributed to by, any of the following services, treatments or supplies:

- a. cosmetic surgery, except for reconstructive surgery needed as the result of a covered **accident** or **illness**.
- b. custodial care.
- c. Elective treatments, examinations or surgery, including but not limited to elective termination of pregnancy.
- d. experimental services, treatment or supplies, as deemed experimental by us, and which are not recognized as generally accepted medical practices in the United States of America.

- e. eye refractions, corrective lenses or examinations for the purpose of prescribing corrective lenses or for the fitting thereof, unless resulting from an **accident** or **illness** that is otherwise covered by this Coverage Part.
- f. hearing aids or examinations for the purpose of prescribing hearing aids or for the fitting thereof, unless resulting from an **accident** or **illness** that is otherwise covered by this Coverage Part.
- g. newborn child care, including **hospital** nursery expenses.
- h. organ or tissue transplants, and related services.
- i. routine care of any kind, including routine physicals, routine dental care or treatments, or routine nursing care.
- j. services or treatment provided by a private duty nurse.
- k. services, treatments or supplies, including any period of **hospital confinement**, which is not recommended, approved, and certified as **medically necessary** by a **licensed physician**.
- l. services, treatments or supplies that are non-medical in nature.

IV. CONDITIONS

A. Changes

This coverage constitutes the entire contract between the parties. Any statement made by the **Named Insured** or by any **Insured Person** shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the benefits under this coverage form or be used in defense to a claim hereunder unless it is contained in a written instrument, a copy of which has been furnished to the **Named Insured** or the **Insured Person**. No such statement of the **Named Insured** shall be used at all to void this coverage form after it has been in force for 2 years from the date of its issue.

No change in this coverage form is valid unless approved in writing on this coverage form by one of the Insurer's officers. No agent has the authority to change this coverage form or to waive any of its provisions.

B. Claim Forms

After the Insurer receives the written notice of claim, the Insurer will furnish claim forms within 15 days. If the Insurer does not, the claimant will be considered to have met the following requirements for written proof of loss if the Insurer is sent written proof as described below. The proof must describe the occurrence, extent and nature of the loss.

C. Currency

When payment under this **Coverage Part** must be converted to or from United States of America dollars, the Insurer will use the rate of exchange published in the Wall Street Journal as of the date the **loss** or **medical expense** is paid.

D. Duties in the Event of an Accident or Claim

1. The **Named Insured** must see to it that the Insurer or its agent is notified in writing as soon as possible of an **accident** or **illness** which may result in a claim. To the extent possible, notice should include:
 - a. how, when and where the **accident** or **illness** took place;
 - b. the names and addresses of any witnesses and of any injured **Insured Persons**; and
 - c. the nature and location of any injuries to **Insured Persons** arising out of an **accident**.
2. If a claim is made against any **Named Insured**, the **Named Insured** must:
 - a. immediately record the specifics of the claim and the date received;
 - b. notify the Insurer or its agent in writing as soon as possible; and
 - c. promptly provide the Insurer all notices, demands and legal papers related to the claim.

3. The Named Insured and any affected Insured Person must:

- a. authorize the Insurer to obtain records and other information, including information needed to determine whether other sources of recovery are available, whether benefits are payable, and the amounts payable. Failure of a claimant to provide such information, and to cooperate with the Insurer in the administration of the claim may result in termination of the claim;
- b. do nothing after an accident occurs that would interfere with the Insurer's right to recover from others; and
- c. assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the **Named Insured** or to the **Insured Person** because of **loss** or **medical expense** to which this insurance may also apply.

4. No Named Insured will, except at the Named Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without the Insurer's consent.

E. Inadvertent Error

The insurance of an **Insured Person** will not be prejudiced by the failure on the part of the **Named Insured** to transmit reports, pay premium or comply with any of the provisions of this coverage form when such failure is due to inadvertent error or clerical mistake.

F. Legal Actions

Under the **Common Terms and Conditions** form, **NO SUIT AGAINST INSURER**, paragraph **A.** is deleted in its entirety and replaced with the following:

No action at law or in equity can be brought until after 60 days following the date written proof of loss was given. No action can be brought after 3 years from the date written proof is required. However, if any law prohibits such time limitation then the limitation is amended to equal the minimum time limitation required by such law.

G. Not A Substitute For Workers Compensation Insurance

This coverage form is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.

H. Other Insurance

1. With respect to **loss**, this insurance is primary to any other insurance or benefits available to the **Insured Person**. The Insurer will not seek contribution from any other available insurance or benefit provider.
2. With respect to **medical expense**:
 - a. This insurance is excess of:
 - (1) any national health insurance or statutory plan or program of social security or other benefits available to the **Insured Person**;
 - (2) any Workers Compensation, Voluntary Workers Compensation or similar types of insurance available to the **Named Insured**; and
 - (3) any private health insurance available to the **Insured Person**.
 - b. In the event this insurance must share payment of **medical expense** with other insurance, the Insurer will not pay more than its share of **medical expense** covered by this insurance and by other insurance or benefit plans.
 - c. This insurance is primary to, and shall not seek contribution from any **Named Insured's** plan of self-insurance.

I. Payment of Claim

The Accidental Death Indemnity shall be paid to the beneficiary, if any, designated in writing by the **Insured Person** and on file with the Named Insured. If no such beneficiary has been designated or if the designated beneficiary does not survive the **Insured Person**, the Accidental Death Indemnity shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries in which a member survives the **Insured Person**:

The **Insured Person's**

- a) spouse;
- b) children, including legally adopted children;
- c) parents;
- d) brothers and sisters; or
- e) estate.

In determining such person or persons, the Insurer may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance hereunder unless, before such payment is made, the Insurer has received written notice of valid claim by some other person. If two or more persons become entitled to benefits as preference beneficiaries, they shall share equally.

Indemnities other than the Accidental Death Indemnity are payable to the **Insured Person**. All accrued indemnities unpaid at the death of the **Insured Person** will be payable in the same manner as for Accidental Death stated above.

Any indemnity payable to a minor may be paid to the legally appointed guardian of the minor or, if there is no such guardian, to such adult or adults as have in the Insurer's opinion assumed the custody and principal support of such minor.

Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

The Insurer may pay medical expenses directly to any **hospital, licensed physician** or organization rendering services unless the **Insured Person** requests otherwise in writing. The **Insured Person** must make such request no later than the time s/he files a written proof of loss.

J. Physical Examination and Autopsy

At the Insurer's expense, the Insurer will have the right to examine an **Insured Person** as often as reasonably necessary while a claim is pending. In the event of accidental death, the Insurer also has the right to have an autopsy performed unless forbidden by law.

K. Recovery of Overpayment

If benefits are overpaid, or paid in error, the Insurer has the right to recover the amount overpaid, or paid in error, by any or all of the following methods:

- 1. a request for lump sum payment of the amount overpaid, or paid in error;
- 2. reduction of any proceeds payable under this Coverage Part by the amount overpaid, or paid in error; or
- 3. taking any other action available to the Insurer.

L. Termination Of Insured Person Status

The **Insured Person's** coverage will cease on the earliest of the following dates:

- 1. on the date this policy is terminated;
- 2. on the date the **Insured Person** ceases to be associated with the **Named Insured** in a capacity that makes him or her eligible;

3. as of the premium due date if the **Named Insured** fails to pay the required premium except as the result of inadvertent error; or
4. on the date the **Insured Person** attains an age beyond the age limit, if any, with respect to such **Insured Person's** class as stated in the definition of **Insured Person**.

Termination of the insurance of the **Insured Person** will be without prejudice to any claim of such **Insured Person** originating prior to such termination.

M. Time of Payment of Claim

Indemnities payable under this coverage form will be paid after the Insurer receives due written proof of loss.

N. Transfer of Rights of Recovery

If the **Insured Person** or **Named Insured** have rights to recover all or part of any payment the Insurer has made under this Coverage Part, those rights are transferred to the Insurer. The Insured Person and Named Insured must do nothing after loss to impair them.

O. Written Proof of Loss

The written proof of loss must be sent to the Insurer within 90 days after the date of such loss. If it is not reasonably possible to give the proof within 90 days, the claim is not affected if the proof is sent as soon as possible.

V. DEFINITIONS

- **Accident** means a sudden, unexpected and unintended event that is not an **illness**, and which results in bodily injury or death.
- **Country of domicile** means the country where the **Named Insured's employee** customarily works for the **Named Insured** and is a resident citizen or legal resident alien.
- **Dependent child** means an unmarried natural child, adopted child, or step-child who is under age 19 (age 25 if a full-time student), and who is wholly dependent on the **Named Insured's employee** for financial support and maintenance. For the purpose of this provision, adoption begins with any waiting period pending finalization of the child's adoption.
- **Employee** includes leased workers and voluntary workers.
- **Hospital** means an institution that:
 - lawfully provides in-patient services, care and treatment for sick or injured persons;
 - provides 24-hour nursing service;
 - has a staff of one or more **licensed physicians** available at all times;
 - has on-premises facilities for diagnosis, treatment and surgery, or has such facilities available to it on a pre-arranged basis; and
 - is not:
 1. a facility solely for drug addicts, alcoholics or the aged; nor
 2. primarily a nursing care facility, rest home, convalescent home or similar facility. If a hospital includes a separate ward or section that is such a facility, then for the purpose of this insurance, such ward or section is not a **hospital**.
- **Hospital confinement** means a stay of 24 or more consecutive hours as a registered resident bed-patient in a **hospital**.
- **Illness** means a sickness, disease or medical condition that first occurs or flares up during a business or relocation **trip**, prompting the **Insured Person** to seek medical care during the **trip**. All related conditions and recurrent symptoms of the same or similar condition will be considered a single **illness**.

- **Insured Persons** means the following persons, but only if a **Principal Sum** is shown for that Class in the Declarations:

Class

1. An **employee** of the **Named Insured**.
 2. Any **spouse** of the **Named Insured's employee** while the **spouse** is traveling in conjunction with such **employee's** international business or relocation **trip** , provided such **trips** are authorized by, or taken at the direction of the **Named Insured**.
 3. Any **dependent child** of the **Named Insured's employee** while the **dependent child** is traveling in conjunction with such **employee's** international business or relocation **trip** , provided such **trips** are authorized by, or taken at the direction of the **Named Insured**.
- **Licensed physician** means a currently licensed practitioner of the healing arts acting within the scope of his or her license, other than the **Insured Person** or a member of his or her immediate family or household, such as parents, stepparents, siblings, children, or **spouses**.
 - **Loss** means death or the following types of bodily injury, but only if caused entirely by a covered **accident**, independently of any other cause:
 - A. as used with reference to a hand or foot, the actual and complete severance through or above the wrist or ankle joint;
 - B. as used with reference to an eye, the complete and irrecoverable loss of entire sight thereof;
 - C. as used with reference to speech, the complete and irrecoverable loss of speech;
 - D. as used with reference to hearing, complete and irrecoverable loss of hearing in both ears;
 - E. as used with respect to thumbs or fingers, the actual and complete severance through or above the metacarpophalangeal joints.

As used above, severance means the complete separation and dismemberment of the part from the body.

- **Medical emergency** means a condition caused by an **accident** or **illness** that manifests itself with symptoms of such severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to seek immediate medical attention would jeopardize the person's health.
- **Medical expenses** means expenses specified in the Schedule of Covered Medical Expenses that are actually incurred by or on behalf of an **Insured Person** for treatment of a covered **accident** or **illness**. A **medical expense** is deemed to be incurred on the date that the treatment, service, or supply that gave rise to the charge was provided.
- **Medically necessary** means a treatment, service or supply that is:
 - required to treat the **illness** or injury;
 - prescribed by a **licensed physician** or furnished by a **hospital**;
 - performed in the least costly setting required by the **Insured Person's** condition; and
 - consistent at the time rendered with medical and surgical practices prevailing in the area for treatment of the condition.

A treatment, service or supply may not be **medically necessary** if a less intensive or more appropriate diagnostic or treatment alternative could have been used. In such an event, we may, at our discretion, consider the cost of such alternative to be the **covered expense**.

Purchase or rental of the following are not considered **medically necessary**:

1. Air conditioners or purifiers;
2. Motorized transportation equipment;

3. Escalators or elevators in private residences;
 4. Optometric or hearing aids;
 5. Swimming pools or pool supplies; or
 6. General exercise equipment.
- **Named Insured** means the persons or entities named as such on the Declarations of the International Business Travel Accidental Death & Dismemberment Coverage Form.
 - **Spouse** means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any applicable governmental law or under the **Named Insured's** employee benefit plans or employee benefits program.
 - **Trip** means international travel taking 180 consecutive days or less, authorized by or at the direction of the **Named Insured** for the purpose of furthering the business of the **Named Insured**. **Trip** includes international travel in connection with a **Named Insured employee's** transfer or proposed transfer from the country where he or she has been working for the **Named Insured**, to a different country where he or she will live while assigned to work there by the **Named Insured**.

With respect to an international business **trip**, coverage begins when the **Insured Person** exits his or her **country of domicile**, and ends when the **Insured Person** returns to his or her **country of domicile**.

With respect to an international relocation **trip**, coverage begins when the **Insured Person** exits his or her **country of domicile**, and ends when:

1. the **Insured Person** returns to his or her **country of domicile**, if the **Insured Person** does not remain in the country to which he or she will be relocated; or
2. the **Insured Person** enters his or her new **country of domicile** to begin residing there.

However, with respect to an international business or relocation **trip** made to the United States, Puerto Rico or Canada by an **Insured Person** whose **country of domicile** is not any of those places, and who is not a citizen of any of those places, coverage will end as when specified above, or 30 days after the **trip** begins, whichever occurs first.

Trip includes:

- personal trips taken while in the course of travel on the business of the **Named Insured**, provided that each such personal trip lasts no longer than fourteen days; and
- the **Insured Person's** time during such business or personal travel spent riding as a passenger in an aircraft designed for transporting passengers.

However, **trip** does not mean:

- travel between the **Insured Person's** residence and his or her places of work within his or her **country of domicile**;
- personal trips that are not deviations from travel on the business of the **Named Insured**; or
- personal trips that last, or were intended to last, more than 14 days.



This endorsement modifies insurance provided under the following:

BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE PART

It is understood and agreed as follows:

The section entitled DEFINITIONS is amended to delete the definition of **Named Insured** and replace it with the following:

Named Insured means:

1. The persons or organizations named as such on the Declarations; and
2. Pursuant to the limitations below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**;

provided that there is no other similar insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit and without regard to whether its coverage is broader or narrower than that provided by this insurance.

However this insurance does not apply to:

- (1) any organization that is excluded by another endorsement attached to this Coverage Part; or
- (2) a **trip** that occurred prior to the date of management control, or that occurs after management control ceases.

For the purpose of this definition, management control means:

- Having interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the entity's governing body;
- Having the right, pursuant to a written trust agreement to protect, control the use of, encumber or transfer or sell property held by a trust; or
- An obligation of a **Named Insured** shown in the Declarations under a written contract or written agreement to provide insurance as is provided by this Coverage Part to a limited liability company, partnership or joint venture in which such a **Named Insured** is a member or partner and to direct or manage such organization, including the authority to delegate the direction or management to others. Except as provided above, no person or organization is a **Named Insured** with respect to the conduct of any current or past limited liability company, partnership or joint venture in which a **Named Insured's** interest does/did not rise to the level of management control.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL
Kidnap and Ransom/Wrongful Detention
Coverage Part Declarations

1. Named Insured and mailing address	Name : BP3 Global, Inc Address : 7000 North Mopac Expressway Suite 450 Austin, TX 78731 UNITED STATES							
2. Type of Organization	MANAGEMENT CONSULTING SERVICES							
3. Limits of Insurance, Deductibles	<table border="1"><tr><td>Any One Kidnapping or Wrongful Detention Limit</td><td>\$250,000</td></tr><tr><td>Total Policy Aggregate Limit</td><td>\$250,000</td></tr><tr><td>Deductible</td><td>\$0</td></tr></table>		Any One Kidnapping or Wrongful Detention Limit	\$250,000	Total Policy Aggregate Limit	\$250,000	Deductible	\$0
Any One Kidnapping or Wrongful Detention Limit	\$250,000							
Total Policy Aggregate Limit	\$250,000							
Deductible	\$0							
4. Premium, Surcharges Taxes and Fees at Issuance	<table border="1"><tr><td>Total Premium for this Coverage Part</td><td>\$100</td></tr><tr><td>Subject to a Minimum Earned Premium of</td><td>\$100</td></tr></table>		Total Premium for this Coverage Part	\$100	Subject to a Minimum Earned Premium of	\$100		
Total Premium for this Coverage Part	\$100							
Subject to a Minimum Earned Premium of	\$100							
5. Approved Independent Security Consultant	<table border="1"><tr><td>red24 Telephone:<ul style="list-style-type: none">• Calling from inside the United States: 1-877-781-6192• Calling from inside the United Kingdom: + 44 (0) 207 741 2081• Calling from anywhere else: + 44 207 741 2081E-mail address: ECPClaim@cna.com</td><td>You have our prior consent to make use of this Independent Security Consultant for covered events</td></tr></table>		red24 Telephone: <ul style="list-style-type: none">• Calling from inside the United States: 1-877-781-6192• Calling from inside the United Kingdom: + 44 (0) 207 741 2081• Calling from anywhere else: + 44 207 741 2081 E-mail address: ECPClaim@cna.com	You have our prior consent to make use of this Independent Security Consultant for covered events				
red24 Telephone: <ul style="list-style-type: none">• Calling from inside the United States: 1-877-781-6192• Calling from inside the United Kingdom: + 44 (0) 207 741 2081• Calling from anywhere else: + 44 207 741 2081 E-mail address: ECPClaim@cna.com	You have our prior consent to make use of this Independent Security Consultant for covered events							

Form(s) and Endorsement(s) applicable to this Coverage Form and made a part here of at time of issuance:
WP 0060_042015, CNA88979XX (6-17), CNA88962XX (6-17), CNA88961XX (6-17), CNA91050XX (2-18), CNA92327XX (6-18)



CNA PARAMOUNT - INTERNATIONAL

International Kidnap and Ransom / Wrongful Detention Coverage Part

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

Throughout this Coverage Part the words “you” and “your” refer to the Named Insured shown in the Declarations and all subsidiary and affiliated companies, entities, divisions, corporations, firms, joint ventures or other interests which exist now and in which you have 50% or more controlling interest. The words “we”, “us”, and “our” refer to the Company providing this insurance.

Other words and phrases that have special meaning appear in **bold face type**. Refer to Section **D. DEFINITIONS**.

A. COVERAGE

1. Kidnap and Ransom

We will reimburse you for **ransom monies** and expenses paid by you or **insured person(s)** resulting directly from the **kidnapping** of an **insured person(s)** occurring during the **policy period**.

2. Wrongful Detention

We will reimburse you for the expenses resulting from the **wrongful detention** of an **insured person(s)** occurring during the **policy period**.

The total policy aggregate limit of insurance for this Coverage Form, for coverage 1 and coverage 2, separately and/or combined, is the applicable Limit of Insurance shown in the Declarations for this coverage.

B. DISCOVERY PERIOD

This Coverage Part does not cover (1) Kidnap and Ransom, and/or (2) Wrongful Detention, unless such act(s) occurs and is (are) communicated directly or indirectly to you or an **insured person(s)** prior to the effective date of termination of coverage and is discovered by you and communicated to us in writing prior to one year after the effective date of the termination of this policy in its entirety.

C. EXPENSES

We will reimburse you for the following expenses incurred as a direct result of a **kidnapping** or **wrongful detention** provided that such **kidnapping** or **wrongful detention** is insured.

1. Reasonable fees and expenses of independent security consultants, provided that we have given our prior consent to the use of such independent security consultants;
2. Reasonable fees and expenses of public relations or recall consultants, provided we have given our prior consent to the use of such public relations or recall consultants;
3. Travel costs of a **kidnap** or **wrongful detention** victim to join their immediate family, upon their release, including travel costs of one family member to join and escort such victim from place of release or reasonable location;
4. Reasonable and necessary fees and expenses of a qualified interpreter assisting you or **insured person(s)** in the event of a **kidnapping**, **wrongful detention**; and/or;
5. Any other reasonable and necessary expense incurred by you with our prior approval.

The total policy aggregate limit of insurance for this coverage form is inclusive of all legal fees, loss adjustment costs and any other related expenses and serves to reduce the limit of liability available by the amount of the incurred expenses.

D. DEFINITIONS

For those terms not specifically defined in this Coverage Part, the definitions in the Common Policy Conditions shall apply.

The following words, when used in this Coverage Part, have the meaning set forth below:

1. **"Advisory"** means a formal recommendation of the **appropriate authorities** that the **insured person(s)** specifically leave a host country or generally that a class of person(s) which include an **insured person(s)** leave such country
2. **"Appropriate authorities"** means the United States state department, the foreign office of Canada, the foreign office of the United Kingdom, or similar authority of the country listed in the declarations.
3. **"Employees"** are people who work for you in the conduct of your operations in return for a salary, wages, or commissions. An employee is subject to your exclusive direction in the performance of their duties for you. Brokers, factors, commission merchants, consignees, contractors, and agents are not considered "employees".

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

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

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

4. **"First Named Insured"** means the person or organization first listed as a **Named Insured** in the declarations.
5. **"Insured person(s)"** means you (if natural or legal person, sole proprietorship, or partnership) listed in the declarations, any director, officer or **employee** of yours, including a **relative** of such person, who has accompanied the director, officer or **employee**.
6. **"Kidnapping"** means any unlawful event or connected series of events of seizing, detaining or carrying away by force, of one or more **insured person(s)** (except a minor by the parent(s) thereof) by person(s) for the purpose of demanding **ransom monies**.
7. **"Named Insured"** means the persons or organizations named as such in the declarations and any other person or organization qualifying as a named insured under this coverage part.
8. **"Policy period"** means the period stated in the declarations.
9. **"Policy year"** means a period of one year commencing on the day and hour named in the declarations, or, if the time between the effective date or anniversary date and the termination date of the policy is less than one year, then such lesser period.
10. **"Ransom monies"** means any monies which you or the **insured person(s)** has paid or delivered (or attempted to deliver to perpetrators or purported perpetrators of a **kidnapping**) as a direct result of a **kidnapping**. The term "monies" as used herein includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.
11. **"Relative"** means a spouse, child, stepchild, legally adopted child, foster child, spouse of a married child, grandchild, sister, brother, parent, parent-in-law, grandparent, grandparent-in-law, adoptive parent, step-parent and siblings of living ancestors or legitimate descendants of any **insured person**.
12. **"Wrongful detention"** means the unlawful and intentional act of detaining or retaining a person and preventing the removal of such person by force or threat of force.

E. CONDITIONS PRECEDENT TO LIABILITY

1. As a condition precedent to our liability under insuring agreement, you will have approved the payment of **ransom monies**. We take no responsibility with respect to your approval (or non-approval) of the payment of **ransom monies**, which approval is solely within your authority and discretion.
2. In the event of a **kidnapping** or **wrongful detention** of an **insured person(s)** during the **policy period**, and in the case of a **kidnapping** prior to the payment of **ransom monies**, the insured will make every reasonable effort to:
 - a. Determine that the **kidnapping** or **wrongful detention** has actually occurred; and
 - b. Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
 - c. If it appears to be in the best interest of you or **insured person(s)**, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

F. EXCLUSIONS

We will not be liable for loss caused by or resulting either directly or indirectly from:

1. The fraudulent, dishonest, or criminal acts of you, other **insured person(s)**, or any person authorized by you to have custody of **ransom monies**. This exclusion will not apply to the payment of **ransom monies** by you or **insured person(s)** in a situation where local authorities have declared such payment illegal; or
2. Monies or property surrendered away from the premises in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay a demand for **ransom monies** previously communicated to you or **insured person(s)**; or
3. Monies or property surrendered on the premises unless brought onto the premises after receipt of the demand for **ransom monies** for the purpose of paying such demand; or
4. As respects **wrongful detention** only:
 - a. Any actual or alleged violation of the laws of the host country by you or **insured person(s)**, or failure of you or **insured person(s)** to maintain and possess duly authorized and issued required documents and visas, unless we determine that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda, or coercive effect upon or at the expense of you or **insured person(s)**;
 - b. You or **insured person(s)** failure to evacuate from the host country within ten (10) days after issuance of an **advisory** by the **appropriate authorities** or travel to country(ies) after an **advisory** has been issued;
 - c. You or **insured person(s)** taking part in the operations of any governmental organization, official law enforcement, or military force.

You agree to reimburse us for any payments made hereunder by us, which are alternately determined not to be covered because of the application of any of these exclusions.

G. GENERAL CONDITIONS

1. Confidentiality

You and **insured person(s)** will use all reasonable efforts not to disclose the existence of the coverage. This condition will also apply to any excess or other insurance.

2. Limits Of Liability

For each Insuring Agreement the maximum limit of our liability hereunder will not exceed the amounts set forth in the Declarations by reason of any one loss, except as stated herein to the contrary. All losses will be deemed to have been incurred during the **policy year** in which the **kidnapping**, or **wrongful detention** occurred.

3. Due Diligence

The **insured person(s)** will use due diligence and does concur in doing all things reasonably practicable to avoid or diminish any losses insured under this Coverage Part.

4. Other Insurance

If you purchase any other insurance providing valid or collectible insurance against a loss covered by this insurance, the insurance under this coverage form shall be excess insurance over any such other insurance.

If we, in concert with any of our affiliates, subsidiaries, partners or associates, have issued more than one policy or Coverage Part that applies to the same **ransom monies** or expense to which this Coverage Part applies, then the total limits of insurance under all such policies or Coverage Parts shall not exceed the highest applicable limit under any single such policy or Coverage Part.

5. Separation of Insureds

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

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

6. Concealment, Misrepresentation AND Fraud

This insurance shall be void if, whether before or after loss, you or a designated representative willfully concealed or misrepresented any material fact or circumstance, or attempted or committed any fraud or false swearing concerning this insurance, its subject matter, or any claim. However, your unintentional failure to tell us about all exposures existing on the effective date of this insurance for which coverage(s) exist under this Coverage Part shall not be a reason by itself for us to deny coverage under this Coverage Part.

7. Currency

When payment under this Coverage Part must be converted to or from United States of America dollars, we will use the rate of exchange published in the Wall Street Journal as of the date the loss or expense is paid, or if the Wall Street Journal is not published on that date, then on its next publication date.

8. Subrogation

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, then those rights are transferred to us to the extent of our payment. That person or organization must do nothing after loss to impair them. You may waive your rights against another party in writing only:

- a. Prior to any **kidnapping** or **wrongful detention**; or
- b. After a claim, if the other party is someone insured by this insurance or a business firm that is owned or controlled by you or which owns or controls you.



CNA PARAMOUNT - INTERNATIONAL

Direct Payment of Independent Security Consultant

This endorsement modifies insurance provided under the following:

INTERNATIONAL KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE PART

It is understood and agreed as follows:

I. The section entitled COVERAGE is amended to add the following:

We also agree to pay all reasonable fees and expenses incurred by the **independent security consultant** for an event covered by this policy. Except for any coverages specifically stating otherwise, such payments are in addition to and shall not erode any Limit of Liability under this policy, and shall be paid directly by us.

II. The section entitled EXPENSES is amended to:

A. delete paragraph 1.;and

B. delete the unnumbered final sentence in this section, and replace it with the following:

The Total Policy Aggregate Limit of insurance for this Coverage Part also applies to all legal fees, adjustment costs and other related expenses, such payments or reimbursements serving to reduce the limit of liability available for **ransom monies** or other incurred expenses. However, except for any coverages specifically stating otherwise, payments we make for fees and expenses incurred by the **independent security consultant** shall not erode any Limit of Liability under this policy.

III. The section entitled DEFINITIONS is amended to add the following definition:

"Independent security consultant" means the entity selected by us as set forth in the Declarations, or by you with our prior consent, to respond to a covered event.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Expatriate Evacuation and Repatriation Expenses Endorsement

This endorsement modifies insurance provided under the following:

INTERNATIONAL KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE PART

Expatriate Evacuation Schedule

Expatriate Evacuation Limit: \$25,000

Each **Evacuation and Repatriation** and in the aggregate.

Sublimits: \$5,000

Sublimit Applicable to Paragraphs 1, 2, 3, and 5*

\$2,500

Sublimit Applicable to Paragraph 4*

* of the definition of **Expatriate Evacuation and Repatriation Expense**

It is understood and agreed as follows:

I. The section entitled COVERAGE is amended to:

A. add the following:

- **Expatriate Evacuation and Repatriation**

Subject to the applicable Expatriate Evacuation Limit and Sublimits, we will reimburse you for **Expatriate Evacuation and Repatriation Expense** paid by you resulting directly from an **Evacuation and Repatriation** that first occurs during the **policy period**. We also agree to pay all reasonable fees and expenses incurred by the **independent security consultant** from the date of such **Evacuation and Repatriation**.

B. delete the final sentence and replace it with the following:

The Total Policy Aggregate Limit of insurance shown in the Declarations is the most we will pay under this Coverage Part, separately or for the sum of any combination of:

1. reimbursements under Coverage 1. Kidnap and Ransom;
2. reimbursements under Coverage 2. Wrongful Detention;
3. reimbursements made under Expatriate Evacuation and Repatriation coverage; and
4. amounts payable under other coverages added by endorsement to this Coverage Part.

II. Only with respect to the coverage provided by this endorsement, the section entitled DEFINITIONS is amended to:

A. delete the definition of **insured person(s)** and replace it with the following:

- **Insured person(s)** means an **employee** or **Executive** who at the time of the **Expatriate Evacuation and Repatriation** is temporarily resident and employed full-time, but not a citizen of the **Host Country**. **Insured person(s)** includes any **relative** normally resident with such **insured person(s)** or **employee** or **Executive** in the **Host Country** at the time of the **Expatriate Evacuation and Repatriation**.

B. Add the following definitions:

- **"Evacuation and Repatriation"** means the return of one or more **insured person(s)** during the **policy period** to their **Resident Country** or the nearest place of safety from a country where they are temporarily resident and employed full-time but are not citizens, necessitated by:
 1. an official of the **Resident Country** issuing an **advisory**;

2. an **insured person** being expelled or declared persona non grata on the written authority of the recognized government of the Country where the **insured person** is a temporary resident; or
 3. the wholesale seizure, confiscation or expropriation of your property, plant or equipment in the country where the **insured person** is a temporary resident.
- “**Executive**” means any of your present:
 1. duly elected or appointed directors, officers, trustees, governors or **Managers**;
 2. management committee members, if you are a joint venture; or
 3. officials equivalent to an executive position listed in 1. or 2. above, if you are organized and operated in a **Foreign Jurisdiction**.
 - “**Expatriate Evacuation and Repatriation Expenses**” means only the following reasonable and necessary fees and expenses paid by you and directly incurred as a result of an **Evacuation and Repatriation**:
 1. travel to the nearest place of safety or to the **Resident Country**;
 2. accommodations for a maximum of seven days;
 3. the **Salary** which you continue to pay an **employee** or **executive** who is the subject of an **Evacuation and Repatriation**, provided that such coverage shall apply to the **Salary** in effect at the time of the **Evacuation and Repatriation** and shall end on the earlier of three months thereafter, or upon the date of **Relocation**;
 4. economy class fares on a licensed common carrier operating from a published timetable;
 5. other reasonable and necessary fees and expenses incurred with the Insurer’s prior written consent resulting from an **Evacuation and Repatriation**.
 - “**Foreign Jurisdiction**” means any jurisdiction other than the United States of America or any of its territories or possessions.
 - “**Host Country**” means any country in which an **insured person** is temporarily resident and employed full-time by you, but is not a citizen.
 - “**Manager**” means any natural person manager, member of the management board, or equivalent executive, of a limited liability company.
 - “**Relocation**” means the return of an **insured person** who has been the subject of an **Evacuation and Repatriation** to the country from which such **insured person** was evacuated.
 - “**Resident Country**” means the country of which the **insured person** is a national or permanent resident.
 - “**Salary**” means the amount of direct compensation paid by you to an **employee** or **Executive** at an annual rate at the level in effect on the date the **Expatriate Evacuation and Repatriation Expenses** are incurred, less any other salary or other compensation earned by the **employee** or **Executive** in other temporary or permanent employment during the Indemnity Period. **Salary** specifically excludes the **employee’s** or **Executive’s** contributions to pension and benefit programs, severance pay, end of contract or any other type of bonus, payroll deductions for any accident, life, health, disability or other insurance plans, or any type of ancillary compensation whatsoever. It is a condition of coverage hereunder that both you and the **employee** or **Executive** make every reasonable effort to secure suitable permanent or temporary employment for such **employee** or **Executive** as soon as practicable after the **Expatriate Evacuation and Repatriation Expenses** are incurred. In no event will the Insurer’s liability for **Salary** exceed 60% of the gross monthly salary of such **employee** or **executive**, or \$5,000 per month, whichever amount is less, and subject to the applicable Sublimit of Liability set forth in the Expatriate Evacuation & Repatriation Expenses Endorsement.
 - “**Threat**” means the threat or threats made by a person or group (where such threat is not a **kidnapping** or **wrongful detention**) without an accompanying demand for **ransom monies**, to:
 1. inflict bodily injury, wrongfully detain or abduct an **insured person**;

2. damage, destroy or contaminate an **insured person's** property or your property; or
3. disseminate, divulge or utilize trade secrets or proprietary information, including any of your personal, private or confidential data.

III. Only with respect to the coverage provided by this endorsement, the section entitled EXCLUSIONS is amended to:

A. delete exclusions **4.a** through **4.c.**, and replace them with the following:

We will not be liable for loss caused by or resulting either directly or indirectly from:

4. Violation of Law / Maintenance of Documentation

- a. violation of the laws of the **Host Country** by you or **insured person(s)**, or failure of you or **insured person(s)** to maintain and possess duly authorized and issued required documents and visas, unless we determine that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of you or **insured person(s)**;
- b. failure by you or **insured person(s)** to evacuate from a **Host Country** within ten days after issuance of an **advisory** by the **appropriate authorities**, or travel to country(ies) after an **advisory** has been issued; or
- c. you or **insured person(s)** taking part in the operations of any governmental organization, official law enforcement, or military force.

B. add the following exclusions:

We will not be liable for loss caused by or resulting either directly or indirectly from:

- **Debt and Insolvency**

anyone's debt, insolvency or commercial failure, or the repossession of any property by a title holder, or any other financial cause.

- **Contractual Obligations**

failure of you or the **insured person** to honor any contractual obligation or bond, or to obey any conditions in a license.

- **Nationals or Permanent Residents**

involvement of any **insured person(s)** who are nationals or permanent residents of the country in which the **Evacuation and Repatriation** takes place.

- **Natural Disasters**

natural disasters, including but not limited to earthquake, flood, fire, famine, volcanic eruption or windstorm.

- **Nuclear, Chemical or Biological**

nuclear, chemical or biological hazards, including but not limited to, the presence or threat by:

1. ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or threat thereof; or
2. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component or threat thereof.

- **Workers' Compensation, Other Social Insurance or Medical Insurance**

anyone's responsibility under a Workers Compensation Act, Unemployment Compensation Act, medical plan or policy, or any other similar program or scheme.

IV. Only with respect to the coverage provided by this endorsement, the section entitled GENERAL CONDITIONS is amended to:

A. Add the following condition:

Evacuation and Repatriation

Coverage shall apply once per **insured person** per **Evacuation and Repatriation**. All interrelated **Evacuations and Repatriations** will be considered a single **Evacuation and Repatriation**. All acts or events having a common cause (include continuous or repeated exposure to substantially the same general conditions) or perpetrated or instigated by any one person or group, or by collaborating persons or groups, will be treated as interrelated **Evacuations and Repatriations**.

B. Add the following to the condition entitled **Limits of Liability:**

- a.** Notwithstanding the Limits of Liability applicable to other coverages under this Coverage Part, the most we will reimburse under Expatriate Evacuation and Repatriation coverage for the sum of all **Expatriate Evacuation and Repatriation Expenses** resulting directly from **Evacuation and Repatriations** that first occur during the **policy period** is the Expatriate Evacuation Limit shown in the Expatriate Evacuation Schedule.
- b.** Subject to **a.** above, the most we will reimburse under Expatriate Evacuation and Repatriation coverage per **insured person** for the sum of all **Expatriate Evacuation and Repatriation Expenses** as set forth in paragraphs **1, 2, 3, and 5** of the definition of **Expatriate Evacuation and Repatriation Expenses** is the amount shown in the Expatriate Evacuation Schedule as the Sublimit Applicable to Paragraphs 1, 2, 3, and 5.
- c.** Subject to **a.** above, the most we will reimburse under Expatriate Evacuation and Repatriation coverage per **insured person** for the sum of all **Expatriate Evacuation and Repatriation Expenses** as set forth in paragraphs **4** of the definition of **Expatriate Evacuation and Repatriation Expenses** is the amount shown in the Expatriate Evacuation Schedule as the Sublimit Applicable to Paragraph 4.

But reasonable and necessary fees and expenses incurred by the **independent security consultant** in the course of a covered **Evacuation and Repatriation** are in addition to and shall not erode any Limit of Liability under this policy, and shall be borne by us.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Threat Response Endorsement

This endorsement modifies insurance provided under the following:

INTERNATIONAL KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE PART

Threat Response Schedule

Threat Response Period: 60	days
Threat Response Limit: \$25,000	Each Threat or series of related Threats

It is understood and agreed as follows:

I. The section entitled COVERAGE is amended to:

A. add the following:

- **Threat Response**

Subject to the Threat Response Limit, we will pay all reasonable fees and expenses incurred by the **independent security consultant** in connection with assessment of a **Threat** that first occurs during the **policy period** and with the temporary protection of an **insured person**, the **insured person's** property, or your property, for a period after the date such threat is received, such period not to exceed the Threat Response Period shown in the Threat Response Schedule.

B. delete the final sentence and replace it with the following:

The Total Policy Aggregate Limit of insurance shown in the Declarations is the most we will pay under this Coverage Part, separately or for the sum of any combination of:

1. reimbursements under Coverage 1. Kidnap and Ransom;
2. reimbursements under Coverage 2. Wrongful Detention;
3. payments made under Threat Response coverage; and
4. amounts payable under other coverages added by endorsement to this Coverage Part.

II. Only with respect to the coverage provided by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

- **“Threat”** means the threat or threats made by a person or group (where such threat is not a **kidnapping** or **wrongful detention**) without an accompanying demand for **ransom monies**, to:
 - inflict bodily injury, wrongfully detain or abduct an **insured person**;
 - damage, destroy or contaminate an **insured person's** property or your property; or
 - disseminate, divulge or utilize trade secrets or proprietary information, including any of your personal, private or confidential data.

III. Under the section entitled GENERAL CONDITIONS, the paragraph entitled Limits of Liability is amended to add the following:

Notwithstanding the Limits of Liability applicable to other coverages under this Coverage Part, the most we will pay under Threat Response coverage for each **Threat** or series of related **Threats** is the Threat Response Limit shown in the Threat Response Schedule.

All other terms and conditions of the Policy remain unchanged.

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This endorsement modifies insurance provided under the following:

INTERNATIONAL KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE PART

It is understood and agreed as follows:

- I. The second introductory paragraph, above the section A. COVERAGE, is deleted and replaced by the following:
- Throughout this Coverage Part the words “you” and “your” refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.
- II. The section entitled DEFINITIONS is amended to delete the definition of **Named Insured** and replace it with the following:

Named Insured means:

1. The persons or organizations named as such in the Declarations; and
2. Pursuant to the limitations below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**; provided that there is no other similar insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit and without regard to whether its coverage is broader or narrower than that provided by this insurance.

However this insurance does not apply to:

- (1) any organization that is excluded by another endorsement attached to this Coverage Part;
- (2) **kidnapping** that occurred prior to the date of management control, or that occurs after management control ceases; or
- (3) **wrongful detention** that occurred prior to the date of management control, or that occurs after management control ceases.

For the purpose of this definition, management control means:

- Having interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the entity's governing body;
- Having the right, pursuant to a written trust agreement to protect, control the use of, encumber or transfer or sell property held by a trust; or
- An obligation of a **Named Insured** shown in the Declarations under a written contract or written agreement to provide insurance as is provided by this Coverage Part to a limited liability company, partnership or joint venture in which such a **Named Insured** is a member or partner and to direct or manage such organization, including the authority to delegate the direction or management to others. Except as provided above, no person or organization is a **Named Insured** with respect to the conduct of any current or past limited liability company, partnership or joint venture in which a **Named Insured's** interest does/did not rise to the level of management control.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT - INTERNATIONAL

Extortion For Ransom Endorsement

This endorsement modifies insurance provided under the following:

INTERNATIONAL KIDNAP AND RANSOM / WRONGFUL DETENTION COVERAGE PART

It is understood and agreed as follows:

I. The section entitled COVERAGE is amended to add the following:

3. Extortion For Ransom

We will reimburse the **Insured Entity** for **ransom monies** resulting directly from:

- a. **Bodily Injury Extortion;**
- b. **Property Damage Extortion;**
- c. **Products Extortion;**
- d. **Trade Secrets Extortion;**
- e. **E-Commerce Extortion;**

occurring during the **policy period**.

II. In all other sections of this Coverage Part, provisions that apply to Kidnap and Ransom coverage hereby also apply to Extortion For Ransom coverage, except that under EXPENSES, paragraph 3. does not apply to Extortion For Ransom coverage.

III. In **Item 3** of the Kidnap and Ransom/Wrongful Detention Coverage Part Declarations:

- A. The Any One Kidnapping or Wrongful Detention Limit also applies to any one extortion event listed under Extortion For Ransom coverage. In the event a **kidnapping** or **wrongful detention** also involves **extortion for ransom** demand, a single Any One Kidnapping or Wrongful Detention Limit shall apply.
- B. The Total Policy Aggregate Limit is the most we will pay for the sum of all **ransom monies** and **expenses** for all **kidnappings, wrongful detentions** and Extortion for Ransom that occur during the **policy period**.

IV. With respect only to Extortion For Ransom coverage, the section entitled DEFINITIONS is amended to add the following definitions:

- **Bodily Injury Extortion** means any threat made against the **Insured Entity** or any **insured person(s)** to:
 - 1. kill or physically injure any **insured person**;
 - 2. perpetrate the **kidnapping** of any **insured person**; or
 - 3. divulge any confidential, private or secret information unique to the **insured person**.
- **Denial of Service Attack** means an attack executed over one or more networks or the Internet, which attack is specifically designed and intended to disrupt the operation of a network and render a network inaccessible to authorized users.
- **E-Commerce Extortion** means any threat made against the **Insured Entity** or any **insured person(s)**, by an individual other than an identifiable **Employee** or **Executive**, and expressing an intent to:
 - 1. cause the **Insured Entity** to transfer, pay or deliver any funds or property using the **Insured Entity's Network** without the permission, authorization, and consent of the **Insured Entity**;

2. sell or disclose information about a customer of the **Insured Entity** which is unique to the relationship of the customer and the **Insured** and is not otherwise publicly available, provided such information is stored in an electronic medium in the **Insured Entity's Network** and is retrievable in a perceivable form;
3. alter, damage, or destroy **Electronic Data** or electronic computer instructions (that subset of electronic information that contains the instructions and directions that a computer system uses to manipulate or create **Electronic Data**) of the **Insured Entity** that are stored within the **Insured Entity's Network**;
4. maliciously or fraudulently introduce a set of unauthorized instructions, programmatic or otherwise, that propagate themselves through the **Insured Entity's Network**, which instructions were designed to modify, alter, damage, destroy, delete, contaminate or degrade the integrity, quality, or performance of data, computer application software, or computer operating system and related software (a "Computer Virus") into the **Insured Entity's Network** when such threat is premised upon actual or alleged unauthorized access to the **Insured Entity's Network**; or
5. initiate an intentional attack on the **Insured Entity's Network** that depletes network resources or impedes network access available through the Internet to authorized external users of the **Insured Entity's Network**.

E-Commerce Extortion does not mean a **Denial of Service Attack** or **Network Extortion**.

- **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media that is used with electronically controlled equipment.
- **Executive** means any present:
 1. duly elected or appointed director, officer, trustee, governor or **Manager** of the **Insured Entity**;
 2. management committee member if the **Insured Entity** is a joint venture; or
 3. official in the **Insured Entity** organized and operated outside of the United States, or any of its territories or possessions, who is holding a position that is equivalent to an executive position listed in **1.** or **2.** above.
- **Insured Entity** means the **Named Insured** and any **Subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.
- **Management Control** means having interests representing more than 50% of voting, appointment or designation power for the selection of a majority of the entity's governing body.
- **Manager** means any natural person manager, member of the management board or equivalent executive of an **Insured Entity** that is a limited liability company.
- **Network** means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **Network** shall not include the internet, telephone company networks, or other public infrastructure network (collectively "public infrastructure network") unless such public infrastructure network is operated and controlled exclusively by the **Insured Entity**.
- **Network Extortion** means a third party demand to the **Insured Entity** for money or securities in exchange for:
 1. the return of, or refraining from disclosing, the **Insured Entity's** confidential information or the confidential information of others in the **Insured Entity's** care, custody or control;
 2. not publicizing that the **Insured Entity's Network** will be or has been impaired, compromised or destroyed; or
 3. not impairing, altering or destroying the **Insured Entity's Network** or website.

- **Products Extortion** means any threat, made against the **Insured Entity** or **Insured Person**, or the production of publicity, that products of the **Insured Entity**, or goods which the **Insured Entity** handles, will be or have been contaminated, polluted or rendered substandard.
- **Property Damage Extortion** means any threat made against the **Insured Entity** or any **insured person(s)** to cause loss of, or to physically damage, contaminate or pollute any **premises** including any fixtures, fittings, machinery or equipment (fixed or mobile), works of art and other contents, watercraft or aircraft, bloodstock or livestock, owned or leased by the **Insured Entity** or for which it is legally liable.
- **Premises** means that portion of any real property owned by or leased to you, or for which you are legally liable, or a residence occupied by any **Employee** or **Executive**.
- **Subsidiary** means:
 1. any entity (other than a partnership) in which the **Named Insured** has **Management Control** directly or indirectly through one or more other **Subsidiaries**:
 - a. on or before the effective date of this Policy; or
 - b. after the effective date of this Policy by reason of being created or acquired by the **Named Insured** and any **Subsidiary** after such date; or
 2. any not-for-profit entity under section 26 U.S.C. §501(c)(3), (4), (6), (7), and (10), as amended, sponsored exclusively by any **Insured Entity** or any Political Action Committee formed by any **Insured Entity**.
- **Trade Secrets Extortion** means any threat, made against the **Insured Entity** or any **Insured Person**, to disseminate, utilize or divulge information including any formula, pattern, compilation of data, program, device, method, technique or process, or other proprietary information which is particular to the **Insured Entity** in the conduct of business, provided such **Insured Entity** makes constant and conscious efforts not to disclose such information to any unauthorized third party

All other terms and conditions of the Policy remain unchanged.

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AROUND THE WORLD.
AROUND THE CLOCK.

CLAIM REPORTING FOR INTERNATIONAL POLICYHOLDERS.

CNA provides our international policyholders an easy way to reach our trained claim service professionals to report a loss.

Our goal is to provide you with personal, prompt and professional 24/7 claim service. When it comes to knowing what is vital to our customers ... **we can show you more.SM**

For additional information on our products and services, contact your independent agent or visit **www.cna.com** today.

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When calling from within the United States, Canada, Virgin Islands and Puerto Rico, please call **888-202-4966** or fax **888-262-2091**.

When calling from anywhere else in the world, please call **00-1-314-317-3111**.

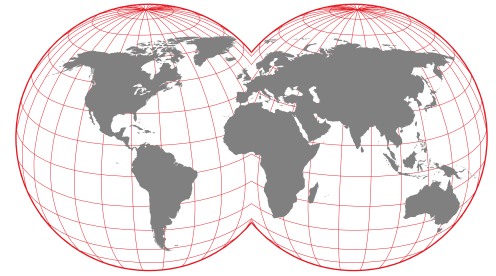
Or, e-mail us at **globalclaim@cna.com**.



CNA International Companion Services® Portal



INTERNATIONAL



With a CNA Passport®, CNA WorldPass® or Defense Base Act policies, customers have automatic access to CNA Companion Services®. These services are provided by Europ Assistance USA, Inc. (EA), part of the largest and most experienced travel assistance organization in the world. Their services are provided to any CNA-insured traveler leaving the country for business.

When employees travel internationally, they can access EA's Employee Service Center 24 hours a day, 365 days a year, from anywhere in the world. They can access the service center through the internet, fax, phone, or by the Companion Services Portal. When you want the security of travel assistance while abroad ... **we can show you more.®**

What is the CNA Companion Services® Portal?

The CNA Companion Services® Portal features information and tools to support travelers before and during their trips abroad. The site contains real-time destination-based health, security and travel-related information including:

- Country and city risk ratings and profiles
- Health, medical, safety and security reports per locale
- Mitigation tips and consulate contacts
- Information on business conduct, transportation, holidays, currency exchange rates, etc.
- News and real-time security alerts
- General travel tips

A variety of tools have also been integrated within the portal to minimize inconvenience during trips and support travelers in an emergency. These include:

- Drug translator which can be used to find the foreign equivalent of a US drug
- Medical terms translator to facilitate communicating with medical personnel in foreign locations
- Medical provider search to look up hospitals and doctors in a given locale
- International calling code search to obtain the code to dial from one country to another
- Call Me Back feature so that travelers can contact the Europ Assistance (EA USA) center and receive a call back within a defined time, particularly useful for travelers who have difficulty making collect and/or international calls

- Emergency number look up for finding the foreign equivalent of 911

The portal also includes a personalized My Trips feature that allows travelers to enter upcoming trips or import them from TripIt so that destination content is easily accessible on the home page.

How do I get access to the Portal?

How do I get access to the Portal?

To access the portal visit www.cna.com/international. Click on the Passport®/WorldPass® or Defense Base Act Portal, depending on which product you currently have. From there register for the site using the appropriate Group ID and Access Code listed below:

Passport/WorldPass Portal GROUP ID: N2CNA ACCESS CODE: 130714

Defense Base Act Portal GROUP ID: N2DBA ACCESS CODE: 131010

Once registered, an automated email will be sent to the email you used to register. Please confirm your registration by clicking on the link provided within this communication. From there, you may access the site at any time using the login and password you established during the initial registration.

Note: You MUST click on the link provided in the registration email in order to complete your registration or you will not be able to log into the site. If you try to re-register you will see a "user already registered" error message which means that your email address already exists as but it has not been activated. If you are unable to locate your registration email with the link to complete your registration, use the Reset Password link and reset your password as an alternative means of logging into the site.

Travel Risk Intelligence Portal

Mobile Optimized

The travel risk intelligence, tools and support your travelers have come to rely on is now accessible on their smartphone. The mobile version of the Travel Risk Intelligence Portal offers the interface of an app, combined with the benefits of a mobile site, giving your travelers access to timely travel risk information on the go. No downloading required!

Additional Mobile Functionality includes:

- Location-aware capability for one-click access to location-related content
- Ability to save locations as favorites, by clicking the star icon in the Locale Info section, for quick access
- Offline access that allows for viewing of cached content even without an internet connection – ideal for international travelers who want to avoid using a data plan and/or roaming

Accessing the Mobile Site

To access the mobile version of the site, users simply enter their website's url in their smartphone's browser and they are automatically redirected to the mobile site. No downloads are required.

For faster access in the future, once logged into the site, users can select the "Add To Home Screen" button on the main menu and follow the directions to add an icon to their smartphone's home screen.

What is the Call Me Back feature?

If you are experiencing an emergency and are unable to contact Europe Assistance (EA) directly, they can call you. Using the form on the Call Me Back page, indicate how you can be reached and what kind of assistance you need. EA will then call you back within a short period of time. Please note that you must be registered in order to use this feature.

What is the Drug Translation tool?

The Drug Translation tool is located on the Tools page and gives you the ability to find the foreign equivalent of a US brand name or generic drug, should you need to obtain the drug while traveling. It provides the equivalent name for more than 7,000 brand name and generic prescription and over-the-counter drugs in 115 countries.

What is the Medical Phrasebook?

The Medical Phrasebook is a translation tool found on the Tools page, which enables you to overcome potential language barriers should a medical situation arise while abroad. The Medical Phrasebook translates a range of common medical phrases associated with a symptom you may be experiencing so that you can easily describe your medical condition to a local

provider as well as to understand what he or she may advise you. Simply select a symptom and the language in which the translation is required and the tool will provide the relevant information in both English and the requested language. The list of phrases covers the most common ailments or symptoms. These are available in 8 languages: English, French, German, Spanish, Italian, Russian, Arabic and Mandarin and also provides sound files so you can hear how the results are pronounced.

How does the home page dashboard work?

Your home page dashboard allows you to get information on upcoming destinations immediately and at a glance upon log in, without having to use the Find Locale tool. You can either import your already existing travel plans from Triplt or manually add upcoming trips which will appear on the home page each time you log in until the trip dates have passed. From the home page, you can then click the Show Location Detail link to quickly get the destination information and easily toggle between upcoming trips.

What is the Find a Medical Provider tool?

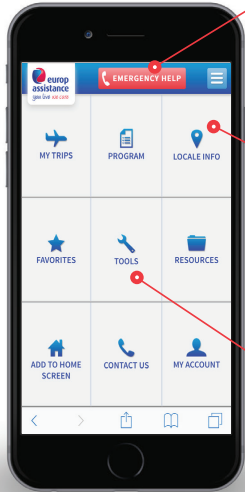
This search function is found on the Tools page, and enables you to search for a medical provider (i.e. doctors, hospitals, clinics, etc.) both internationally and within the US. This information is acquired from an international database, which currently supplies nearly 4,000 provider records and a US database, which offers details on about 98,000 facilities and 450,000 physicians. You can look up coordinates, contact information and reviews for a provider of choice as well as directions. You can also submit ratings and review providers from whom you have received services. The Find a Medical Provider tool is provided by EA's sister company, CMN, and encompasses not only EA's list of audited/credentialed facilities but also many more providers.

My email address has been marked as "invalid." What do I do? Your email address may be marked as invalid upon attempting to register if:

1. Your email has already been registered but your registration was not confirmed (i.e. you didn't click the link in the confirmation email you received). In this case, please click the "resend my confirmation email" link that appears on the log in page, which will send an email to your account to reset the password of your registered account.
2. Your email has an apostrophe. It is very common for an email address validation system to reject the apostrophe character. Until a few years ago, the apostrophe wasn't a valid character for email addresses. Now the official standards do allow it, but very few people use it. If you have an apostrophe in your email address and are also in a corporate environment, you likely have an alternate/alias email address which you can find by looking at the Outlook properties for your email address and using one of the alternate addresses (that does not contain an apostrophe) to register.

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Get Support in an Emergency

- Find the local equivalent of 911
- Quick access to our 24/7 global response center
- Use the Call Me Back feature to initiate a case online and we'll call you back

Destination Risk Information

- Country and city overviews
- Risk ratings and profiles
- Risk mitigation and travel tips

Useful Tools While Traveling

- Look up foreign equivalent of a medication
- Get helpful medical terms and phrases translated
- Get the code to dial from one country to another
- Find local medical providers

Get Support in an Emergency

- Find the local equivalent of 911
- Quick access to our 24/7 global response center
- Use the Call Me Back feature to initiate a case online and we'll call you back

Destination Risk Information

- Country and city overviews
- Risk ratings and profiles
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- Get the code to dial from one country to another
- Find local medical providers

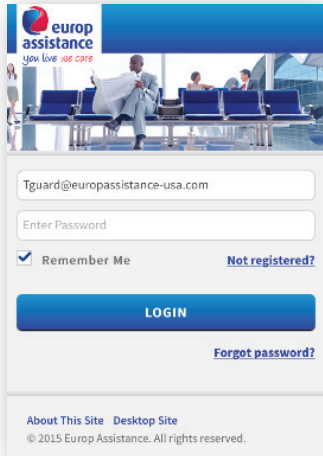
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- Offline access that allows for viewing of cached content even without an internet connection – ideal for international travelers who want to avoid using a data plan and/or roaming



Detach the card below and keep it handy during foreign travel.

Your card provides information on how to access available assistance programs before and during your trip. Multilingual toll-free or collect telephone numbers, facsimile, or Internet access will connect you to a service representative 24 hours a day, 365 days a year from almost anywhere in the world.

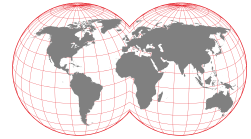
When calling for emergency or travel-related assistance, please provide the following:

When calling from:

U.S. or Canada	800-913-9777
from all other locations	202-331-8276
Employee Name	
Company Name (Insured)	
CNA Passport® or WorldPass® Policy #	
EA ID #	3342

Email: ops@europassistance-usa.com

**COMPANION
SERVICESSM**
TRAVEL I.D. CARD



To report a claim to CNA from the U.S. or Canada:

Call: **888-202-4966**

Fax: **888-262-2091**

From anywhere else in the world:

Call: **314-317-3111**

Email: globalclaim@cna.com



**For more information on CNA's International coverage offerings,
visit www.cna.com/international.**



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