

EXHIBIT 6

INTRODUCTION

The St Paul

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: TE09000917

NEW YORK CITY
12TH FLOOR
160 WATER STREET
NEW YORK NY 10038

In return for your premium, we'll provide the protection stated in this policy.

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

We, us, our and ours mean the **St. Paul Mercury Insurance Company**. We're a capital stock company located in St. Paul, Minnesota.

One of our authorized representatives will also countersign the policy.

The words you, your and yours mean the insured named here, which is a **CORPORATION**
AMERICA ONLINE INC.
22000 AOL WAY
DULLES VA 20166

This policy will begin on 04/01/99
and will continue until 04/01/00
Your former policy number is automatically replaced: NEW

Your premium for the policy period shown is: \$106,335.00
However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

Our authorized representative is:
3142624

J&H MARSH & MCLENNAN
1401 EYE STREET, N.W. SUITE 400
WASHINGTON DC 20005

Date


President

Secretary

Processing Date 04/09/99 11:30 001

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POLICY FORM LIST**The St Paul**

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Introduction - St. Paul Mercury Insurance Company	40811	05-87
Policy Form List	40705	05-84
General Rules - Virginia	40772	09-97
Ohio Required Endorsement	40750	03-98
Commercial Auto Required Endorsement - Ohio	44287	01-88
Cancellation, Non-Renewal And Restriction Of Coverage Clause Endorsement	40502	01-80
Waiver of Rights Of Recovery Endorsement - Commercial General Liability	40502	01-80
What To Do If You Have A Loss (Technology)	G0154	01-96
Technology Commercial General Liability Protection Coverage Summary	47151	01-96
Technology Commercial General Liability Protection	47150	01-96
Virginia Auto, Mobile Equipment And Nonowned Watercraft Endorsement	47099	06-93
Virginia Technology Contract Liability, Employee Definitions And Other Primary Insurance Endorsement	G0169	04-97
Building Heating Equipment Pollution Endorsement	G0350	11-97
Unnamed Partnership, Joint Venture, And Limited Liability Company Exclusion Exception Endorsement	G0348	11-97
Personal Injury and Advertising Injury Exclusion Endorsement	43417	07-85
Watercraft Exclusion Endorsement	40502	01-80
Employee Benefit Plans Administration Liability Protection -Claims-Made Coverage Summary	43532	01-96
Employee Benefit Plans Administration Liability Protection -Claims-Made	43475	01-96
Virginia Employee Benefit Plans Administration Liability Endorsement	P0185	05-97
Auto Coverage Summary	44460	04-91
Auto Coverage Summary - Continued	44462	04-91
Garagekeepers Coverage Summary	44488	01-95
Auto Schedule	44463	04-91
Auto Liability Protection (not applicable in Virginia)	44449	12-93
Employees As Protected Persons Endorsement	44130	12-83
Auto Fellow Employee Coverage Endorsement	44480	04-91
Uninsured And Underinsured Motorists Protection - Ohio	44086	12-97
Auto Medical Payments Protection (not applicable in VA)	44472	12-93
Auto Physical Damage Protection	44455	07-96
Rental Reimbursement Coverage Endorsement	44159	12-83
Garagekeepers Liability Protection	44465	12-93
Automobile Premium Adjustment Endorsement	40502	01-80

Name of Insured	Policy Number TE09000917	Effective Date 04/01/99
AMERICA ONLINE INC.	Processing Date 04/09/99	11:30 001

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DELIVERY INVOICE

The **ST Paul**

Company: ST. PAUL MERCURY INSURANCE COMPANY

I N S U R E R E D A G E N T	AMERICA ONLINE INC. 22000 AOL WAY DULLES VA 20166	Policy Inception/Effective Date: 04/01/99 Agency Number: 3142624 Transaction Type: POLICY IS NEW Transaction number: 001 Processing date: 04/09/99 11:30 Policy Number: TE09000917
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A J&H MARSH & MCLENNAN
 G 1401 EYE STREET, N.W. SUITE 400
 E WASHINGTON DC 20005
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Policy Number	Description	Amount	Surtax/ Surcharge
TE09000917	SERIES 2000 POLICY	\$106,335.00	
TE09000917	PREMIUM PAYMENT PLAN SERVICE CHARGE		\$0.00

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VIRGINIA INFORMATION NOTICE

Should you need to contact anyone about this policy for any reason, please contact your agent. If you have further questions you may contact us at:

**ST. PAUL INSURANCE COMPANIES
NEW YORK CITY
12TH FLOOR
160 WATER STREET
NEW YORK NY 10038**

If you still have questions or are unsatisfied with the response from the company or agent, you may contact the Virginia Insurance Department at:

**Property and Casualty Division
Bureau of Insurance
P.O. Box 1157
Richmond VA 23218**

Toll free call: (in state) 1-800-552-7945.

Out of state call: 804-371-9741.

Written correspondence is preferable so that a record of your question or comment can be kept. When you are contacting your agent, the Bureau of Insurance, or us, have your policy number available.

PREMIUM PAYMENT SCHEDULE

The **St Paul**

Company: ST. PAUL MERCURY INSURANCE COMPANY

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 S
 U AMERICA ONLINE INC.
 R 22000 AOL WAY
 E DULLES VA 20166
 D

Policy Inception/Effective Date: 04/01/99

Policy Number: TE09000917

Agency Number: 3142624

This is the installment schedule

Transaction Number: 001

 A J&H MARSH & MCLENNAN
 G 1401 EYE STREET, N.W. SUITE 400
 E WASHINGTON DC 20005
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Due Date	Premium	Premium Payment Plan Service Charge	Surtax/Surcharge	Total
04/01/99	\$21,267.00			\$21,267.00
05/01/99	\$10,634.00			\$10,634.00
06/01/99	\$10,634.00			\$10,634.00
07/01/99	\$10,634.00			\$10,634.00
08/01/99	\$10,634.00			\$10,634.00
09/01/99	\$10,634.00			\$10,634.00
10/01/99	\$10,634.00			\$10,634.00
11/01/99	\$10,634.00			\$10,634.00
12/01/99	\$10,630.00			\$10,630.00
TOTAL	\$106,335.00	\$0.00	\$0.00	\$106,335.00

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GENERAL RULES - VIRGINIA**The St Paul**

These rules apply to your policy to comply with Virginia law. As a result, they apply in place of the rules in any other General Rules in your policy to the extent required by Virginia law. In addition, they apply to each insuring agreement in your policy unless a more specific General Rules applies.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to

whom we'll pay any return premiums. If a return premium is due, we'll always notify the first named insured.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is \$15 or less, we'll waive this amount. If the difference in premium we owe you is \$15 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to 3 years after this policy ends.

Policy Changes

This policy contains all the agreements between you and us concerning this

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insurance. The first named insured is authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. One of our authorized representatives will also countersign the policy.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy at any time.

To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured. We'll figure your refund using our usual short term rates that are in effect.

If we cancel this policy, we'll mail or deliver a cancellation notice to all named

insureds at least 45 days before coverage will end; 15 days if we're cancelling for nonpayment of premium. The notice will show the specific reason for cancellation. If notice is mailed, proof of mailing to the named insured's last mailing address known to us will be considered proof of notification. Any unused premium will be refunded to the first named insured as soon as possible. We'll figure your refund on a pro-rata basis. However, the cancellation will be effective whether or not we've made or offered a refund.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to all named insureds at least 45 days before the expiration date of the policy; 15 days before the expiration date if we're not renewing due to nonpayment of premium. The notice will show the specific reason for non-renewal.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Fraud And Misrepresentation

This policy may be void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy.

Appraisal Of Property Disputes

If your policy includes Property Insurance and agreement can't be reached on the amount of your property loss, the following procedure will be used.

The **StPaul**

1. One of us will make a written demand for arbitration.
2. Within 20 days, each will select an appraiser and then decide on a reasonable time and place for an appraisal of the loss and damage.
3. The appraisers will agree on a competent and impartial umpire. If they can't agree on an umpire within 15 days, a judge in the state where the appraisal is to be held will be asked to pick one.
4. The appraisers will each compute the loss and state the actual cash value of the property at the time of loss and the amount of the loss. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will decide the amount of the loss.

If we've made the demand for arbitration, we'll reimburse you for what you've paid your appraiser. Also what you've paid the umpire. Otherwise, you'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

We won't be held to have waived any of our rights under this policy because of the appraisal.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred.

If your policy includes liability insurance. No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party

making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

What To Do If You Have A Loss

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy you must:

1. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.
2. Do what is reasonable and necessary to protect covered property from further damage. We will not, however, pay for any subsequent loss or damage that isn't from a covered cause of loss. Keep a record of your expenses for consideration in your claim. This will not increase your limits of coverage.
3. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.
4. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to

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take samples of damaged and undamaged property for testing and analysis.

5. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.
6. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.
 2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
 3. The time and place of the accident or incident;
 4. The protected person involved;
 5. The specific nature of the accident or incident including the type of demand for damages that may result; and
 6. The names and addresses of any witnesses and injured people.
- Important Notice For Health Care Providers** If your policy includes one of our claims-made medical professional liability protection insuring agreements, you should also read the When This Agreement Covers Section of that agreement. We won't consider a "Patient

Incident Report," "Variance Report," or any other report made for loss prevention purposes to be your report of a claim. This applies even if you send it to us or one of our agents.

7. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.
8. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

Property Protection - Property Insured For Replacement Cost

If your policy includes Property Protection, and a rule for loss adjustment entitled "Property insured for replacement cost," that rule is replaced by the following.

Property insured for replacement cost. We'll pay the cost of repairing or replacing the damaged property without deduction for depreciation. But we won't pay more than the smallest of the following:

- The amount you actually spend in repairing the damage;
- The amount it would cost to replace the damaged property at the time of the loss with new property of similar kind and quality to be used for the same purpose on the same site; or
- The limit of coverage that applies to the property.

We won't pay on a replacement cost basis until property has actually been replaced.

You can choose actual cash value. If replacement cost coverage applies to lost or damaged property, you may choose to have the loss paid on an actual cash value basis if you believe it's to your advantage to do so. For example:

The amount of insurance on the property may not be enough to comply with the

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coinsurance rule on a replacement cost basis; or you may decide not to rebuild.

If you have chosen actual cash value you can still change your mind and have the loss paid on a replacement cost basis if you tell us within 6 months from the later of the following dates:

- the last date that you received a payment for actual cash value; or
- the date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

Property Protection - Buildings That Are Vacant

If your policy includes Property Protection, the following replaces any Buildings that are vacant rule in your agreement.

Vacancy

If the building where loss or damage occurs has been vacant for more than 60

consecutive days of before that loss or damage, we will:

1. Not pay for any loss or damage caused by any of the following even if they are covered causes of loss:
 - Vandalism;
 - sprinkler leakage, unless the system has been protected against freezing;
 - building glass breakage;
 - water damage;
 - theft; or
 - attempted theft.
2. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction or renovation are not considered vacant.

OHIO REQUIRED ENDORSEMENT**The St Paul**

This endorsement changes your policy to comply with Ohio law.

Cancellation

The Cancellation section of the General Rules is replaced by the following. But this change doesn't apply to Employee Dishonesty Protection if included in this policy.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect 90 days or less. If your policy has been in effect 90 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, we'll send at least 10 days notice before coverage will end. If we cancel for any other reason, we'll send at least 30 days before coverage will end.

How we can cancel policies in effect more than 90 days. If your policy has been in effect more than 90 days, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Reckless acts.* We can cancel if we discover that you've committed a reckless act, or you've recklessly done something or failed to do something that increases the hazard you're insured against.

3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.
4. *Failure to correct safety problems.* We may cancel if you fail to correct a material violation of any safety code.
5. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that we should reasonably have been able to foresee when we issued or renewed your policy.
6. *Determination by the Insurance Commissioner.* We may cancel this policy if the Commissioner Of Insurance determines that continuing this policy would create a condition that would be considered a hazard to the policyholders or to the public.
7. *Loss of reinsurance.* We can cancel if we lose all or a substantial part of reinsurance that applies to your policy. But only if the Superintendent of Insurance has found that we have made a reasonable effort to keep the reinsurance or get other reinsurance.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured and agent. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send notice at least 30 days before coverage will end. The notice will state the reason for cancellation. It will also contain the following information:

- the policy number;
- the date of the notice; and

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- the date cancellation is to take effect. Your policy will end on the date cancellation is to take effect.

Policies issued for more than 1 year. If your policy has been issued for a period of more than 1 year, we can only cancel by giving the first named insured at least 30 days notice from the anniversary date of the policy.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis. If the first named insured cancels the policy, the refund may be less than pro-rata. However, cancellation will take effect regardless of whether or not the first named insured has been made or offered a refund.

Nonrenewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured and agent at least 30 days before the end of the policy period. It will also contain the following information:

- the policy number;
 - the date of the notice; and
 - the date the policy is to end.
- Your policy will end on the date the policy is to end.

If we fail to send 30 days notice of nonrenewal, coverage will remain in effect until 30 days after notice is sent.

Increase in premium or decrease in coverage. We may offer to renew or continue your policy, but with a substantial increase in your premium or decrease in coverage. If we do, we'll mail a notice to the first named insured at least 30 days before the renewal date. If we fail to send 30 days notice, the coverage will continue at the same rate until 30 days after the notice is mailed. We'll tell you, in this notice, what the additional premium will be for renewal or continuation. If you don't want renewal with such increase, the first named insured can notify us, in writing, of this. We'll figure the premium using the rates that are in effect when the policy is renewed. If you accept the increase, the renewal coverage is effective immediately after the old policy period expires.

Mailing the notice. We'll mail any notice of cancellation or nonrenewal to the first named insured's and agent's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof you were notified.

Liability Protection - Claims-Made

If your policy includes a claims-made liability insuring agreement, the following changes apply.

Loss Information. The following is added to the General Rules applying to your claims-made liability insuring agreement.

If we cancel or do not renew this agreement, we'll mail or deliver a summary of loss information to the first named insured at the same time as the notice of cancellation or nonrenewal.

If you cancel or do not renew this agreement, we'll provide a summary of loss information only if we receive a request for it from the first named insured within 60 days after the ending date of this agreement. We'll mail or deliver the summary within 45 days after receipt of such request.

But we'll provide loss information only for claims made in accordance with:

- this insuring agreement; and
- any similar claims-made agreement issued by us during the previous three years.

The summary will show claim information separately by policy year and total (or aggregate) limit.

Any amount reserved shown in the summary:

- is based on our judgment;
- is subject to change; and
- should not be regarded as an ultimate settlement value.

You must not disclose loss information to any claimant, or any representative of a claimant, without our consent.

We collect loss information for our own business purposes and do so as accurately as we can. However, when providing such

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information to the first named insured, we make no representation or warranty to anyone as to the accuracy of that information. In addition, any cancellation or nonrenewal will take effect even if we provide incorrect loss information.

Loss information means the following claim information:

- The date reported, made or brought.
- A brief description of the claim.
- The total amount paid.
- The total amount reserved.

- The current status, whether open or closed.

Reporting endorsement. The following changes are made regarding your right to purchase a reporting endorsement.

If your agreement ends because it's cancelled or not renewed, you have the right to purchase a reporting endorsement. But you must request this endorsement in writing within 60 days after the ending date of this agreement or a previous reporting endorsement.

**COMMERCIAL AUTO REQUIRED ENDORSEMENT
OHIO****The St Paul**

This endorsement changes your Commercial Auto Insurance to conform to Ohio Law.

How your Insurance Is Changed

If your policy includes Garage Liability Protection, the following two sections replace the Who Is Protection Section of your agreement.

Who Is Protected For Garage Operations Conducted In Ohio

Individual. You are protected for any covered auto.

Any other person using a covered auto with permission. Anyone to whom you've given permission to use a covered auto is protected. However, we won't protect:

- the owner of an auto you rent or borrow from an employee of yours or a member of an employee's household; or
- anyone while working in the business of selling, servicing, repairing or parking autos, unless the business is yours;

Any customer of yours if you're an auto dealership. Any customer of yours if you are an auto dealership is protected. But if the customer has no other collectible insurance, we'll protect that customer for the limits that are required by any compulsory or financial responsibility law where the auto is garaged. If the customer has other insurance covering a loss but the limit of coverage is less than what is required by such law, we'll protect that customer for the amount of the difference.

Employees, directors or shareholders. Your employees, directors or shareholders are protected while performing their duties for you in your garage operations.

Anyone legally responsible for the actions of a protected person. Anyone legally responsible for the actions of a protected person is protected. But only to the extent of that responsibility. We won't protect the owner or anyone else from whom you rent or borrow a

covered auto unless it is a trailer connected to a covered auto you own.

Who Is Protected For Garage Operations Not Involving Covered Autos

Individual. You are protected.

Your employees, directors or shareholders. Your employees, directors or shareholders are protected while performing their duties for you in your garage operations.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person was the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time.

How you can cancel. To cancel this policy or any of the insuring agreements, you must deliver the policy, or the part you want cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy or individual insuring agreement cancelled. You'll get a refund for the unused premium, less a charge for early cancellation.

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How we can cancel policies in effect 90 days or less. If your policy has been in effect 90 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.

How we can cancel policies in effect more than 90 days. If your policy has been in effect more than 90 days, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. Nonpayment of premium.

2. Reckless acts. We can cancel if we discover that you've committed a reckless act, or you've recklessly done something or failed to do something that increases the hazard you're insured against.

3. Fraud or misrepresentation. We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.

4. Failure to follow written loss control recommendations or correct safety problems. We may cancel if you fail to follow written loss control recommendations. We can also cancel if you fail to correct a material violation of any safety code.

5. Change in the risk. We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against. But this doesn't apply to a change that we should reasonably have been able to foresee when we issued or renewed your policy.

6. Determination by the Insurance Commissioner. We may cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of Ohio insurance laws, or jeopardize our being solvent.

7. Loss of reinsurance. We can cancel if we lose all or a substantial part of reinsurance that applies to your policy. But only if the Superintendent of Insurance has found that we have made a reasonable effort to keep the reinsurance or get other reinsurance.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured and agent. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send notice at least 30 days before coverage will end. The notice will state the reason for cancellation. It will also contain the following information:

- the policy number;
- the date of the notice; and
- the date cancellation is to take effect.

Your policy will end on the date cancellation is to take effect.

Policies issued for more than 1 year. If your policy has been issued for a period of more than 1 year, we can only cancel by giving the first named insured at least 30 days notice from the anniversary date of the policy.

Non-renewal. If we decide not to renew or continue this policy, we'll mail a notice to the first named insured and agent at least 30 days before the end of the policy period. It will also contain the following information:

- the policy number;
- the date of the notice; and
- the date the policy is to end.

Your policy will end on the date the policy is to end.

If we fail to send 30 days notice of nonrenewal, coverage will remain in effect until 30 days after notice is sent.

Increase In Premium Or Decrease In Coverage We may offer to renew or continue your policy, but with a substantial increase in your premium or decrease in coverage. If we do, we'll mail a notice to the first named insured at least 30 days before the renewal date. If we fail to send 30 days notice, the coverage will continue at the same rate until 30 days after the notice is mailed. We'll tell you, in this notice, what the additional premium will be for renewal or continuation. If you don't want renewal with such increase, the first named insured can notify us, in writing, of this. We'll figure the premium using the rates that are in effect when the policy is renewed. If you accept the increase, the renewal coverage is effective immediately after the old policy period expires.

The St Paul

Mailing the notice. We'll mail any notice of cancellation or non-renewal to the first named insured's and agent's last address known to us. We can deliver any notice instead of mailing it. Proof that we have mailed any notice is proof you were notified.

Other Terms

All other terms of your policy remain the same.

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Cancellation, Non-Renewal And Restriction Of Coverage Clause Endorsement

This endorsement changes your General Rules and extends time for notification of cancellation, non-renewal or restriction of coverage.

How Coverage Is Changed:

The third paragraph of the Cancellation section is changed as follows:

If we cancel this policy, we'll mail or deliver a cancellation notice to the First Named Insured at least ninety (90) days before coverage will end; ten (10) days if we are cancelling for non-payment of premium. If notice is mailed, proof of mailing to the First Named Insured's last mailing address known to us will be considered proof you were notified. Any unused premium will be refunded to the First Named Insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

The Non-Renewal section is changed as follows:

We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to all Named Insureds at least ninety (90) days before the expiration of policy; ten (10) day before expiration date if we're not renewing due to non-payment of premium. The notice will show the specific reason for non-renewal.

The following is added to the Policy Changes section:

We will give ninety (90) days prior written notice to the First Named Insured of any endorsement to your policy which, if attached to your policy, would result in a restriction of the amount or scope of coverage provided by your policy.

Other Terms: All other terms of your policy remain the same.

Name of Insured
AMERICA ONLINE INC.

Policy Number TE09000917

Effective Date 04/01/99

Processing Date 04/09/99 11:30 001

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Waiver of Rights Of Recovery Endorsement - Commercial General Liability

This endorsement changes your General Rules.

How Coverage Is Changed:

The following is added to the Recovering Damages From a Third Party rule. This change waives our right of recovery against certain persons or organizations for certain payments we make under your Commercial General Liability Protection.

We agree that we waive any right of recovery we may have against the person or organization for covered injury or damage or medical expenses that result from:

- * your ownership, maintenance or use of a premises which you own or rent; lease or borrow from others;
- * your work, completed work or products; or
- * your other activities.

Person Or Organization: PER CERTIFICATES OF INSURANCE ON FILE WITH ST. PAUL INSURANCE COMPANY AND/OR AS REQUIRED BY CONTRACT.

We explain that we mean by your work, you completed work and your products in the Products and Completed Work Total Limit scation of your Commercial General Liability Protection.

Other Terms: All other terms of your policy remain the same.

Name of Insured	Policy Number TE09000917	Effective Date 04/01/99
AMERICA ONLINE INC.	Processing Date 04/09/99 11:30	001

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WHAT TO DO IF YOU HAVE A LOSS**St Paul**

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

Claim Call Center

If you are unable to contact your agent/broker or our office, the following toll free number is available 24 hours a day:

Phone: 1-800-787-2851

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy you must:

1. Notify the police if a law may have been broken.
2. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.
3. Do what is reasonable and necessary to protect covered property from further damage. Keep a record of your expenses for consideration in your claim.
4. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.
5. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to take samples of damaged and undamaged property for testing and analysis.
6. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required

about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.

7. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.
2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
 - The time and place of the accident or incident;
 - The protected person involved;
 - The specific nature of the accident or incident including the type of demand for damages that may result; and
 - The names and addresses of any witnesses and injured people.
3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

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4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.
5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

Notice of loss. Notice given by or on behalf of:

- you;
- the injured person; or
- any other person or organization making any claim regarding his policy;

to any of our authorized agents, in sufficient detail to identify you, will be considered notice to us.

Knowledge of an event. We won't consider the knowledge of an event or an offense by any of your employees or agents to be your knowledge of an event or an offense unless you or one of your officers, if you are a corporation, receive notice of that event or offense.

Failure of one of your agents or employees, other than an officer or that officer's designate, if you are a corporation, to notify us of a known event or an offense won't affect your insurance under this policy.

If you report any event or offense as a Workers Compensation claim, and that claim later develops into a liability claim which involves coverage under this policy, the failure to report such event or offense to us will not violate this policy's rules if you notify us immediately as soon as you become aware of the fact that the event or offense is likely to involve this policy.

POLICY CHANGE ENDORSEMENT

The St Paul

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

General Liability

The following endorsement has been deleted:

40502 - Personal Injury and Advertising Injury for Non Online Activities Endorsement

The following endorsement has been added to your policy:

40502 - Personal Injury and Advertising Injury Endorsement

Premium Change Which Is Due Now

Additional premium

Returned Premium

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to
AMERICA ONLINE INC.;

Authorized representative

Endorsement takes effect

Policy Number

04/01/99

TE09000917

Processing Date: 10/05/00

13:21 008

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Personal Injury and Advertising Injury Endorsement

This endorsement amends the Technology Commercial General Liability Protection.

How Coverage Is Changed

For the purposes of advertising injury and personal injury, all Online Activities are excluded from these coverages.

"Online Activities" is defined as providing e-mail services, instant messaging services, 3rd party advertising, supplying 3rd party content and providing internet access to 3rd parties. However, it is understood that America Online's own advertising is not considered "Online Activity" regardless of the medium or format in which it is presented.

Other Terms:

All other terms and conditions of the policy remain the same.

Name of Insured
AMERICA ONLINE INC.;

Policy Number TE09000917

Effective Date 04/01/99

Processing Date 10/05/00 13:21 008

40502 Ed. 1-80 Printed in U.S.A.

Customized Form

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POLICY CHANGE ENDORSEMENT

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This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy is Changed

CAUTION: Endorsements with earlier processing dates DO NOT reflect these changes.

GENERAL LIABILITY

Limits, Deductibles, Fringe Exclusions:

Rating information used to calculate the premium for your Commercial General Liability protection has changed. This change may affect the premium previously charged.

Form Information:

The Endorsement(s) Named Below Is Deleted:
 Personal Injury And Advertising Injury Exclusion Endorsement

Premium Change Which Is Due Now

Additional premium	\$0.00	Returned Premium	\$0.00
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If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to	
AMERICA ONLINE INC.;	
ACTRA BUSINESS SYSTEMS, LLC;	
AOL COMMUNITY, INC.;	
AOL FOUNDATION, INC.;	
Endorsement takes effect	Policy Number
04/01/99	TE09000917
Processing Date: 08/02/00	08:09 007

Authorized representative

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**TECHNOLOGY
COMMERCIAL GENERAL LIABILITY PROTECTION
COVERAGE SUMMARY**

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This Coverage Summary shows the limits of coverage that apply to your Technology Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage

General total limit.	\$2,000,000
Products and completed work total limit.	\$2,000,000
Personal injury each person limit.	\$1,000,000
Advertising injury each person limit.	\$1,000,000
Each event limit.	\$1,000,000
Premises damage limit.	\$1,000,000
Medical expenses limit.	\$10,000

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply too. If so, they're listed on the Policy Forms List.

Stop-Gap Employers Liability Endorsement

State:

Nevada, North Dakota, Ohio, West Virginia, Washington, Wyoming

Name of Insured AMERICA ONLINE INC.;	Policy Number TE09000917	Effective Date 04/01/99
	Processing Date 08/02/00 08:09 007	

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**Personal Injury and Advertising Injury For Non-Online Activities
Endorsement**

This endorsement amends the Personal Injury and Advertising Injury Exclusion Endorsement.

How Coverage Is Changed

For the purposes of advertising injury and personal injury, all on-line activities are excluded from these coverages.

Other Terms

All other terms of your policy remain the same.

Replaced by text.

Name of Insured
AMERICA ONLINE INC.;

Policy Number TE09000917

Effective Date 04/01/99

Processing Date 08/02/00 08:09 007

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**TECHNOLOGY
COMMERCIAL GENERAL LIABILITY PROTECTION
COVERAGE SUMMARY**

This Coverage Summary shows the limits of coverage that apply to your Technology Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage

General total limit.	\$2,000,000
<hr/>	
Products and completed work total limit.	\$2,000,000
<hr/>	
Personal injury each person limit.	0
<hr/>	
Advertising injury each person limit.	0
<hr/>	
Each event limit.	\$1,000,000
Premises damage limit.	\$1,000,000
Medical expenses limit.	\$10,000

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply too. If so, they're listed on the Policy Forms List.

Stop-Gap Employers Liability Endorsement

State:

Nevada, North Dakota, Ohio, West Virginia, Washington, Wyoming

Name of Insured AMERICA ONLINE INC.	Policy Number TE09000917	Effective Date 04/01/99
	Processing Date 04/09/99 11:30 001	

**TECHNOLOGY
COMMERCIAL GENERAL LIABILITY PROTECTION**

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This insuring agreement provides general liability protection for your business. There are, of course, limitations and exclusions which apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

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What This Agreement Covers

Bodily injury and property damage liability.

We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury, property damage, or premises damage that:

- happens while this agreement is in effect; and
- is caused by an event.

Protected person means any person or organization who qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged. For example:

One of your employees accidentally causes a fire in your premises. The fire department responds and orders nearby businesses to close for safety reasons while it fights the fire. Your premises is heavily damaged by the fire. But none of the nearby businesses are physically damaged. As a result, we'll consider the period of time those businesses are closed due to your fire to be loss of use of tangible property of others that isn't physically damaged.

We'll consider all loss of use of:

- damaged tangible property to happen at the time of the physical damage which caused it; and
- undamaged tangible property to happen at the time of the event which caused it.

Premises damage means property damage to premises that you rent, lease, or borrow from others.

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

Personal injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- results from your business activities, other than advertising, broadcasting, publishing, or telecasting done by or for you; and
- is caused by a personal injury offense committed while this agreement is in effect.

Personal injury means injury, other than bodily injury or advertising injury, that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that a person occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies.
- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates a person's right of privacy.

Advertising means attracting the attention of others for the purpose of seeking customers or increasing sales or business.

Broadcasting means transmitting any audio material by radio, or transmitting or televising any audio or visual material by television, for any purpose.

Publishing means creating and producing any material in an electronic or printed format

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for distribution or sale to others for any purpose.

But we won't consider creating and producing any of the following material in an electronic or printed format to be publishing:

- Correspondence written in the conduct of your business.
- Material that describes or reports your business activities, including bulletins, financial or annual reports, and newsletters.

Nor will we consider creating and producing your software products or services in an electronic or printed format to be publishing.

Telecasting means transmitting or televising any audio or visual material by television for any purpose.

Advertising injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered advertising injury that:

- results from the advertising of your products, work, or completed work; and
- is caused by an advertising injury offense committed while this agreement is in effect.

Advertising injury means injury, other than bodily injury or personal injury, that's caused by an advertising injury offense.

Advertising injury offense means any of the following offenses:

- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates a person's right of privacy.
- Unauthorized use of any advertising material, slogan, or title of others in your advertising.

We explain what we mean by:

- advertising in the Personal injury liability section; and

- your products, your work, and your completed work, in the Products and completed work total limit section.

Medical expenses. We'll pay covered medical expenses that result from bodily injury caused by an event which happens while this agreement is in effect, even if the protected person isn't legally required to pay such expenses.

Medical expenses means the reasonable expenses incurred by any person or organization for necessary medical services received by a person who sustains bodily injury that:

- is caused by an event; and
- happens at the time of the event or anytime within three years following the beginning date of the event.

Medical services includes:

- first aid received at the time of an event;
- ambulance and emergency care services;
- dental, hospital, medical, nursing, surgical, x-ray, and other health care professional services;
- artificial limbs and organs; and
- funeral services.

Right and duty to defend a protected person.

We'll have the right and duty to defend any protected person against a claim or suit for injury or damage covered by this agreement. We'll have such right and duty even if all of the allegations of that claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any event, offense, claim, or suit to the extent that we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or

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- indemnitee defense expenses assumed under contract.

We'll consider indemnitee defense expenses assumed under contract to be damages. We explain what we mean by indemnitee defense expenses assumed under contract, and when and how we'll consider such expenses to be damages in the Contract liability exclusion.

Claim means a demand which seeks damages.

Suit means a civil proceeding which seeks damages. It includes:

- an arbitration proceeding for such damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for such damages to which the protected person submits with our consent.

Injury or damage means:

- bodily injury, personal injury, or advertising injury; or
- property damage or premises damage.

Offense means any:

- personal injury offense; or
- advertising injury offense.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or
- indemnitee defense expenses assumed under contract.

We'll consider indemnitee defense expenses assumed under contract to be damages. We explain what we mean by indemnitee defense expenses assumed under contract, and when and how we'll consider such expenses to be damages, in the Contract liability exclusion.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to \$2500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than \$500 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

Right to appeal a judgment against a protected person. We'll have the right to appeal a

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judgment awarded in a suit for injury or damage covered by this agreement if:

- we defend a protected person against the suit; and
- the judgment is awarded against that protected person.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

Bodily injury and property damage liability. We'll apply this agreement to claims or suits for covered bodily injury, property damage, or premises damage whenever they're made or brought.

Personal injury liability. We'll apply this agreement to claims or suits for covered personal injury whenever they're made or brought.

Advertising injury liability. We'll apply this agreement to claims or suits for covered advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within three years of the beginning date of the event.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered injury or damage that's caused by events or offenses which happen or are committed there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered injury or damage that's caused by events or offenses which happen or are committed in the rest of the world if:

- the protected person's liability for such injury or damage is determined in a suit on the merits in the coverage territory, or in a settlement agreed to by us; and
- they result from the activities of a person whose home is in the coverage territory, but is away from there for a short time on your business; or
- they result from your products that are made or sold by you in the coverage territory.

For example:

You manufacture a product in the coverage territory. It is exported to Norway. A few months later, a Norwegian citizen is allegedly injured while using that product. He sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have the duty to defend you against the suit, and to pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain what we mean by your products in the Products and completed work total limit section.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

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Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

However, no employee or volunteer worker is a protected person for bodily injury or personal injury to:

- you;

- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse or any child, parent, brother, or sister of that employee or volunteer worker if such injury results from the bodily injury or personal injury to the fellow employee or volunteer worker.

Nor is any employee or volunteer worker a protected person for any obligation to share damages with or repay someone else who must pay damages because of such bodily injury or personal injury.

Also, no employee or volunteer worker is a protected person for bodily injury or personal injury that results from his or her performance of or failure to perform health care professional services.

In addition, no employee or volunteer worker is a protected person for property damage to property that's controlled by:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- that employee or any fellow employee; or
- that volunteer worker, any fellow volunteer worker, or any of your employees.

But we won't apply the exclusions in this Employees and volunteer workers section to:

- bodily injury that results from the providing of or failure to provide first aid by an employee or volunteer worker, other than an employed or volunteer doctor; or
- premises damage.

Nor will we apply the exclusions in this Employees and volunteer workers section to bodily injury or personal injury to:

- any fellow employee that results from work, other than the performance or failure to perform health care professional services, done by your employees who hold supervisory positions; or

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- the spouse or any child, parent, brother, or sister of that fellow employee if such injury results from the bodily injury or personal injury to that fellow employee.

Also, we won't apply this Employees and volunteer workers section to the following protected persons:

- Your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Employee leasing firm means any person or organization who hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Volunteer worker means any person other than:

- an employee; or
- a leased temporary worker.

Controlled by means:

- owned, rented, leased, occupied, borrowed, or used by;
- in the care, custody, or control of; or
- being physically controlled for any purpose by.

Health care professional services includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

Real estate managers. Your real estate managers are protected persons only for their management of premises that you own, or rent, lease, or borrow from others. They may be persons or organizations.

But we won't apply this Real estate managers section to your employees. Instead, we'll apply the Employees and volunteer workers section to them.

Landlords. Any landlord of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of the premises while you rent or lease it.

However, no landlord is a protected person for injury or damage that results from any of the following work while being done by or for the landlord:

- Structural changes.
- New construction work.
- Demolition work.

Landlord means the owner, lessor, or manager of a premises.

Equipment lessors. Any lessor of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of the equipment while you rent or lease it.

However, no equipment lessor is a protected person for injury or damage that results from their sole negligence.

Lessor means the owner or lessor.

Persons or organizations for your work as required by written contract. Any person or organization who:

- is not otherwise a protected person under this agreement; and

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- is required by a written contract or agreement with you to be made a protected person for your work;
- is a protected person only for covered bodily injury or property damage that results from your work.

However, no such person or organization is a protected person for injury or damage that results from their sole negligence.

We explain what we mean by your work in the Products and completed work total limit section.

Vendors. Any vendor of your products is a protected person for covered bodily injury or property damage that results from your products only if:

- this agreement provides products liability coverage for those products;
- a written contract or agreement with you requires that the vendor be made an additional protected person; and
- the products are sold or distributed in the usual course of the vendor's business.

However, no vendor from whom you've acquired your products, or any of their parts or containers, is a protected person.

Nor is any vendor a protected person for bodily injury or property damage that results from:

- any express warranty which you haven't authorized;
- any physical or chemical change in your products which is intentionally made by the vendor;
- the repackaging of your products for purposes other than demonstration, inspection, testing, or replacement of parts ordered by you or the manufacturer;
- the repackaging of your products in other than their original containers;
- any failure of the vendor to do normal or agreed upon servicing of your products;
- the demonstration, installation, or servicing of your products which is done away from the vendor's premises; or
- your products which have been labeled or relabeled, or used as an ingredient, part, or container in, on, or for anything else, by or for the vendor.

Also, no vendor is a protected person for bodily injury or property damage for which the vendor has assumed liability under any contract or agreement. But we won't apply this exclusion part to bodily injury or property damage for which the vendor would have liability without the contract or agreement.

Servicing includes any adjustment, assembly, inspection, repair, or test.

We explain what we mean by your products in the Products and completed work total limit section.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person. But only if there's no other valid and collectible insurance available to cover their liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain what we mean by:

- controlled by in the Employees and volunteer workers section; and
- mobile equipment in the Mobile equipment exclusion.

Unnamed Subsidiaries. Any of your subsidiaries that aren't shown in the Introduction as a named insured is a protected person if:

- you own more than 50% of it on the beginning date of this agreement; and
- it isn't an insured or protected person under other general liability insurance.

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Newly acquired or formed organizations. Any organization, other than a partnership, joint venture, or limited liability company, that you acquire or form while this agreement is in effect is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than the remainder of the time this agreement is in effect, beginning with the date that you acquired or formed it;
- bodily injury or property damage that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offense committed before you acquired or formed it; or
- injury or damage that's covered by other similar general liability insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay as damages and medical expenses, regardless of the number of:

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

General total limit. This is the most we'll pay for the combined total of:

- all covered bodily injury, property damage, and premises damage that happens in a policy year;

- all covered personal injury that's caused by all personal injury offenses committed in a policy year;
- all covered advertising injury that's caused by all advertising injury offenses committed in a policy year; and
- all covered medical expenses that result from all events which happen in a policy year.

However, this limit won't apply to bodily injury or property damage that results from your products or completed work. Instead, the products and completed work total limit applies to such bodily injury or property damage covered by this agreement.

Policy year means the policy period shown in the Introduction, or the period of time that this agreement is in effect, whichever is less. But when that period is longer than one year, it means each consecutive annual period, and the remaining period if any, that this agreement is in effect, starting with the beginning date of this agreement.

We explain the products and completed work total limit, and what we mean by your products and your completed work, in the Products and completed work total limit section.

Products and completed work total limit. This is the most we'll pay for all covered bodily injury and property damage that:

- results from your products and completed work; and
- happens in a policy year.

Your products means any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by:

- you;
- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products includes:

- all containers, equipment, materials, or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or which should have been made, about the durability, fitness, handling, maintenance, operation,

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performance, quality, safety, or use of your products; and

- all warnings, instructions, or directions provided, or which should have been provided, with or for your products.

But we won't consider the following to be your products:

- Goods or products which are still in your physical possession or on a premises that you own, or rent, lease, or borrow from others.
- Real property.
- Containers that are vehicles.
- Property that's rented or leased to others.
- Property that you haven't sold, but which you allow others to use. For example, a vending machine.

Your completed work means your work that is completed at the earliest of the following times, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

But we won't consider the following to be your completed work:

- Work that hasn't yet been completed or abandoned.
- Uninstalled equipment, abandoned or unused materials, or tools.
- Work done in connection with transporting property.
- Any premises or other real property that you own.
- Any work done to a premises or other real property that you rent or lease from others.
- Any work while on a premises that you own, or rent, lease, or borrow from others.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work when:

- the vehicle isn't owned or operated by you;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

Your work means any:

- work that you're performing or others are performing for you; or
- service that you're providing or others are providing for you.

Your work includes:

- all equipment, materials, or parts provided with or for your work;
- any warranty provided with or for your work;
- any statement made, or which should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions provided, or which should have been provided, with or for your work.

We explain what we mean by loading or unloading in the Auto exclusion.

Personal injury each person limit. This is the most we'll pay for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person limit. This is the most we'll pay for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

Each event limit. This is the most we'll pay for all covered bodily injury, property

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damage, premises damage, and medical expenses that result from any one event.

However, the most we'll pay for covered premises damage or medical expenses that result from any one event is further limited by the following:

Premises damage limit. This is the most we'll pay for all covered premises damage that's caused by any one event.

Medical expenses limit. This is the most we'll pay for all covered medical expenses that:

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

How the limits of coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, we'll consider each extended period to be part of the last policy year. For example:

Your policy period is for three years. During the last policy year you request a three month extension. We agree. As a result, your last policy year becomes 15 months. It will be subject to the same limits of coverage that applied when the policy year was 12 months.

How the limits of coverage apply if a total limit is left blank. If the amount of the general total limit or the products and completed work total limit is left blank in the Coverage Summary, we'll consider that total limit to be the same as the each event limit or \$200,000, whichever amount is more.

Exclusions - What This Agreement Won't Cover

Advertising, broadcasting, publishing, or telecasting business. We won't cover advertising injury that results from an offense committed by any protected person in the business of advertising, broadcasting, publishing, or telecasting.

Aircraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;

- loading or unloading; or
 - entrustment to others;
- of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract for the ownership, maintenance, or use of an aircraft;
- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of an aircraft chartered by a protected person if:

- the aircraft is chartered with crew, including a pilot; and
- the protected person isn't using the aircraft to carry persons or property for a charge.

We explain what we mean by:

- covered contract in the Contract liability exclusion;
- entrustment to others, and loading or unloading, in the Auto exclusion; and
- specialized equipment in the Mobile equipment exclusion.

Auto. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
 - loading or unloading; or
 - entrustment to others;
- of any auto owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the parking of an auto on a premises, or on the ways next to such premises, if:

- the premises is owned, rented, leased, or borrowed by you; and
- the auto isn't owned, rented, leased, or borrowed by any protected person.

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Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Auto means any land motor vehicle, trailer, or semitrailer designed for travel on public streets or roads. It includes any permanently attached machinery or equipment. But we won't consider mobile equipment to be an auto.

Loading or unloading means the handling of property:

- while it's being moved from the place where it's accepted for transportation;
- while it's being loaded, transported, and unloaded; and
- until it's moved to the place where it's finally delivered.

But we won't consider moving property by an unattached mechanical device to be loading or unloading.

Unattached mechanical device includes any forklift, conveyor, or other unattached mechanical device, other than a hand truck.

Entrustment to others means:

- the permitting of others to use or do something; or
- the giving of something to others for safekeeping.

We explain what we mean by mobile equipment, and specialized equipment, in the Mobile equipment exclusion.

Breach of contract. We won't cover advertising injury that results from the failure of any protected person to do what is required by a contract or agreement.

Contract liability. We won't cover injury or damage for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to injury or damage for which the protected person would have liability without the contract or agreement.

Nor will we apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract made before the bodily injury or property damage happens; or
- personal injury or advertising injury for which the protected person has assumed liability under a covered contract made before the offense which causes such injury is committed.

Also, if the protected person has agreed under the same covered contract to defend, or pay for the defense of, an indemnitee against a claim or suit for such injury or damage, we'll have the duty to defend the indemnitee against the claim or suit only if:

- the indemnitee isn't a protected person for the injury or damage;
- the claim or suit is for injury or damage for which that protected person has assumed the liability of the indemnitee under the covered contract;
- the injury or damage is covered by this agreement;
- the claim or suit is made or brought against that protected person and the indemnitee;
- we are defending that protected person against the claim or suit under this agreement;
- all of our indemnitee defense control and authority requirements are fulfilled; and
- all of our indemnitee defense cooperation and notice requirements are fulfilled.

When the indemnitee is a protected person for the claim or suit, we'll apply the Right and duty to defend a protected person section, rather than this contract liability indemnitee defense coverage, in connection with such claim or suit.

If we have the duty to defend the indemnitee under the contract liability indemnitee defense coverage, we'll do the following:

- We'll defend the indemnitee against the claim or suit even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.
- We'll pay all covered indemnitee defense expenses incurred by us in connection with

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the claim or suit. Such payments are in addition to the limits of coverage.

However, if we don't have a duty to defend the indemnitee under:

- the contract liability indemnitee defense coverage; or
- the Right and duty to defend a protected person section;

we'll consider and pay covered indemnitee defense expenses assumed under contract as if they're damages covered by this agreement. Such payments are subject to the limits of coverage.

Our duty to defend an indemnitee, or pay indemnitee defense expenses incurred by us, under the contract liability indemnitee defense coverage ends when the indemnitee fails to comply with any of our cooperation and notice requirements. It also ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements;
- medical expenses; or
- indemnitee defense expenses assumed under contract.

We'll have the right to appeal a judgment awarded in a suit against an indemnitee if:

- the judgment is for injury or damage for which you have assumed liability under a covered contract;
- such injury or damage is covered by this agreement;
- the indemnitee and its insurers don't appeal the judgment; and
- you agree that we may seek the cooperation of the indemnitee for such an appeal.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

Covered contract means:

- any easement or license agreement;
- any elevator maintenance agreement;

- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;
- any sidetrack agreement;
- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for injury or damage that is sustained by others and results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the tort liability of another to pay damages for injury or damage that's sustained by others.

But we won't consider the following parts of those other contracts or agreements under which you assume the tort liability of another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Tort liability means a liability that would be imposed by law without any contract or agreement.

Architect, engineer, or surveyor indemnity means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or

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failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

War indemnity means that part which indemnifies any person or organization for injury or damage that results from war.

Indemnatee means any person or organization who a protected person has agreed under a covered contract to indemnify or hold harmless.

Indemnatee defense control and authority requirements means the following requirements which must be fulfilled for us to conduct and control the defense of an indemnatee against a claim or suit under this agreement:

- The protected person and the indemnatee must ask us to conduct and control the defense of the indemnatee against the claim or suit under this agreement.
- We must determine that there's no conflict between the interests of the protected person and those of the indemnatee, based on the allegations in the claim or suit and on what we know about the factual and legal basis for the damages being sought.
- The protected person and the indemnatee must each agree in writing that we can assign the same counsel to defend them.
- The indemnatee must give us authority in writing to conduct and control its defense against the claim or suit.
- The indemnatee must give us authority in writing to obtain records and other information related to the claim or suit.
- The indemnatee must agree in writing to comply with our indemnatee defense cooperation and notice requirements.

Indemnatee defense cooperation and notice requirements means the following requirements which must be fulfilled for us

to continue defending an indemnatee against a claim or suit under this agreement:

- The indemnatee must cooperate with us in the investigation, settlement, or defense of the claim or suit.
- The indemnatee must provide us with a copy of any demand, notice, summons, or legal paper received in connection with the claim or suit as soon as possible after it is received.
- The indemnatee must give notice of the claim or suit to any other insurer which provides coverage that's applicable to the claim or suit and available to the indemnatee.
- The indemnatee must help us coordinate the application of other insurance that's applicable to the claim or suit and available to the indemnatee.

Indemnatee defense expenses incurred by us means the:

- attorney fees and necessary litigation expenses incurred by us to defend an indemnatee against a claim or suit for damages covered by this agreement; and
- necessary litigation expenses incurred by the indemnatee at our request in connection with that claim or suit.

Indemnatee defense expenses assumed under contract means the reasonable attorney fees and necessary litigation expenses which:

- are incurred by or for an indemnatee to defend itself against a claim or suit for damages covered by this agreement; and
- are subject to a covered contract under which a protected person has agreed to defend, or pay for the defense of, the indemnatee against the claim or suit.

We explain what we mean by war in the Medical expenses of certain persons exclusion.

Control of property. We won't cover property damage to the following property:

- Property that you own, or rent, lease, or borrow from others, or occupy. But we won't apply this exclusion part to premises damage.
- Premises that you sell, give away, or abandon if such property damage results from any part of those premises. But we

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won't apply this exclusion part to property damage to premises which are your completed work and were never occupied, rented, or held for rental by you.

- Personal property that's in the care, custody, or control of the protected person.
- That particular part of real property being worked on by or for you if such property damage results from your work.
- That particular part of any property which must be restored, repaired, or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to property damage that results from your completed work.

Furthermore, we won't apply this exclusion to property damage, other than property damage to the property described below, for which the protected person has assumed liability under a sidetrack agreement:

- Property that you own, or rent or lease from others, or occupy.
- Premises that you sell, give away, or abandon.

Damage to your products or completed work.

We won't cover property damage to any of your products that's caused by the product itself or by any of its parts. For example:

You manufacture x-ray machines. They contain several moving parts which can break down for many reasons. Regardless of the cause, we won't protect you for any property damage to the part that fails or to the rest of the x-ray machine.

Nor will we cover property damage to your completed work that's caused by the work itself or by any of its parts. But we won't apply this exclusion part if:

- this agreement provides completed work liability coverage; and
- the damaged completed work, or the completed work that causes the property damage, was done for you by others.

For example:

You construct a computer room in a hospital as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The

computer room in the hospital is accepted by the owner. If it's damaged by a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion to property damage to your completed work done by you.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results from:

- the protected person knowingly breaking any criminal law; or
- any person or organization breaking any criminal law with the consent or knowledge of the protected person.

Employers liability. We won't cover bodily injury to an employee of the protected person arising out of and in the course of his or her:

- employment by the protected person; or
- performance of duties related to the conduct of the protected person's business.

Nor will we cover bodily injury to the spouse or any child, parent, brother, or sister of that employee if such bodily injury results from the bodily injury to the employee.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

You manufacture laser systems. Your employee is injured while testing your product. That employee later receives workers compensation benefits. If the employee later sues you in your capacity as a manufacturer, alleging that the employee's injury happened because your product was defective, we won't protect you.

We'll also apply this exclusion to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person. For example:

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Your employee is injured in an injection molding machine accident. She receives workers compensation benefits. Later, the employee sues the manufacturer of the injection molding machine alleging that the injury happened because it didn't have enough guarding devices on it. If the manufacturer in turn sues you, alleging that your faulty maintenance of the machine, not the lack of guarding devices, resulted in the employee's injury, we won't protect you.

But we won't apply this exclusion to bodily injury for which the protected person has assumed liability under a covered contract.

We explain what we mean by covered contract in the Contract liability exclusion.

Expected or intended bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person. Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of reasonable force to protect people or property.

False material. We won't cover personal injury or advertising injury that results from false written or spoken material which:

- was made known by or for the protected person; and
- the protected person knew was false when it was made known.

Impaired property. We won't cover property damage to impaired property, or to property which isn't physically damaged, that results from:

- your faulty or dangerous products or completed work; or
- a delay or failure in fulfilling the terms of a contract or agreement.

But we won't apply this exclusion to the loss of use of property, other than your products or completed work, that results from sudden and accidental physical damage to your products or completed work after they've been put to their intended use. For example:

You supply an electric motor to a customer who uses it to power his conveyor. The motor's shaft breaks several days later while he's operating the conveyor. The conveyor isn't damaged, but your customer has extra costs because he's unable to use it until the motor is repaired. If he sues you to recover those costs, we won't apply the exclusion. However, if the customer discovers while hooking the motor up to the conveyor that the motor's shaft is broken, we won't protect you.

Impaired property means tangible property, other than your products or completed work, that can be restored to use by nothing more than:

- an adjustment, repair, replacement, or removal of your products or completed work which forms a part of it; or
- your fulfilling the terms of a contract or agreement.

Intellectual property. We won't cover injury or damage that results from any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secrets.
- Trademarks.
- Other intellectual property rights or laws.

But we won't apply this exclusion to bodily injury or property damage that results from your products or completed work.

Nor will we apply this exclusion to advertising injury that results from the unauthorized use of any copyrighted or trademarked material, slogan, or title of others in your advertising.

Liquor liability. We won't cover bodily injury, property damage, or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving, or furnishing alcoholic beverages to any person under the legal

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drinking age or under the influence of alcohol; or

- violating any law or regulation applying to the sale, gift, distribution, or use of alcoholic beverages.

However, we'll apply this exclusion only if you're in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For example:

You manufacture monitoring equipment. Each year you host an awards banquet with an open bar for your sales representatives. After this year's banquet an intoxicated guest is involved in an auto accident. The guest and several others are injured. If someone sues you, alleging that your serving of liquor caused the guest's intoxication and involvement in the accident, we won't apply the Liquor liability exclusion because you're not in the business of serving liquor.

But we won't apply this exclusion to premises damage.

Material previously made known. We won't cover personal injury or advertising injury that results from written or spoken material which was first made known before this agreement went into effect.

Medical expenses of certain persons. We won't cover medical expenses that are incurred by or for any person:

- injured while qualifying as a protected person;
- injured while performing work that the person was hired to do for any protected person, or any tenant of a protected person;
- injured on that part of any premises that you own, or rent or lease from others, and which the injured person normally occupies;
- to whom such medical expenses are payable, or must be provided, as benefits under any workers compensation, disability benefits, or similar law;
- injured by your products or completed work;
- injured due to war; or

- who refuses to be examined as often as we require, within reason, by doctors we choose.

War includes:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign, or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

Mobile equipment. We won't cover bodily injury, property damage, or medical expenses that result from the:

- transportation of mobile equipment by an auto owned, operated, rented, leased, or borrowed by any protected person; or
- use of racing mobile equipment.

But we won't apply this exclusion to premises damage.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises that you own, or rent or lease from others;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle that isn't described above and is kept primarily for purposes other than carrying people or cargo.

But we won't consider such a vehicle to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment; or

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- has permanently attached equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any:

- grader, scraper, or roller; or
- power crane, digger, drill, loader, or shovel.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment, that has a built-in pump, generator, or air compressor.

Racing mobile equipment means any mobile equipment while being prepared for or used in any:

- prearranged racing, speed, demolition, or stunting contest or activity; or
- practice for such contest or activity.

We explain what we mean by auto in the Auto exclusion.

Nuclear energy liability. We won't cover bodily injury or property damage for which any protected person:

- is also protected under a nuclear energy liability insurance policy; or
- would have been protected under such policy if that policy's limits of coverage hadn't been used up.

Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material and for which:

- any person or organization is required by law to maintain financial protection in accordance with the federal Atomic Energy Act or any of its amendments; or
- any protected person is entitled, or would have been entitled had this agreement not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies, and any person or organization.

Also, we won't cover medical expenses that result from:

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

In addition, we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- the nuclear material is located at, or at any time discharges or disperses from, a nuclear facility which is or was at any time owned by any protected person, or operated by or for any protected person;
- the nuclear material is contained in spent nuclear fuel or nuclear waste which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any protected person; or
- the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of a nuclear facility. However, we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by any of the following organizations or their successors:

- Nuclear Energy Liability Insurance Association.
- Mutual Atomic Energy Liability Underwriters.
- Nuclear Insurance Association of Canada.

Property damage includes all forms of radioactive contamination of property.

Hazardous properties includes radioactive, toxic, or explosive properties.

Nuclear material means any of the following materials which are defined in the federal Atomic Energy Act or any of its amendments:

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- Source material.
- Special nuclear material.
- By-product material.

Nuclear facility means any:

- nuclear reactor;
- uranium isotopes separation device or equipment;
- special nuclear material device or equipment; or
- nuclear waste site.

Nuclear facility includes:

- the site on which it's located;
- all operations conducted on such site; and
- all premises used for such operations.

Nuclear reactor means any device, equipment, or machine designed or used to:

- sustain nuclear fission in a self-supporting chain reaction; or
- contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:

- separating the isotopes of uranium or plutonium;
- processing or utilizing spent nuclear fuel; or
- handling, processing, or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating, or alloying of special nuclear material if the total amount of such material:

- is at any time in the custody of any protected person at the premises where the device or equipment is located; and
- is more than 25 grams of plutonium or uranium 233, or any combination of those two materials; or
- is more than 250 grams of uranium 235.

Nuclear waste site means any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:

- contains by-product material; and
- results from the operation of any nuclear reactor, or uranium isotopes separation device or equipment, by any person or organization.

But we won't consider nuclear waste to include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Spent nuclear fuel means any solid or liquid fuel element or component that's been exposed to radiation or used in a nuclear reactor.

Pollution injury or damage. We won't cover injury or damage or medical expenses that result from pollution at, on, in, or from any:

- protected person's premises;
- waste site; or
- protected person's work site.

Nor will we cover injury or damage or medical expenses that result from pollution involving any waste pollutant.

But we won't apply this exclusion to bodily injury or property damage that results from your products or completed work, other than your products or completed work which:

- is or was handled, stored, disposed of, processed, or treated as waste at, on, or in a waste site; or
- is or was a waste pollutant.

Nor will we apply this exclusion to premises damage that results from fire.

Also, we won't apply this exclusion to injury or damage or medical expenses that result from the escape of any operating fluid from mobile equipment when:

- the mobile equipment is being maintained, operated, or used in connection with work, other than pollution work, being performed by or for the protected person at the protected person's work site; and
- the operating fluid escapes from a mobile equipment part designed to hold, store, or receive it.

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Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

But we won't consider heat, smoke, or fumes to be a pollutant when they result from a hostile fire at, on, in, or from:

- the protected person's premises, other than a waste site; or
- the protected person's work site, other than a waste site, but only if the hostile fire doesn't result from pollution work being performed by or for the protected person.

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

Waste includes materials to be recycled, reconditioned, or reclaimed.

Protected person's premises means any premises, site, or location which is or was at any time owned, rented, leased, borrowed, or occupied by any protected person. For example:

You sold an office building two years ago. It contains asbestos ceiling tile which released asbestos into the air while you owned it. A former tenant now sues you for bodily injury that allegedly resulted from the release of that asbestos. We won't cover such injury.

Another example:

You own an apartment building. Its woodwork is finished with paint that contains lead. Two of your renters sue you for bodily injury to their children allegedly caused by the lead in that paint. The children supposedly consumed the lead by eating chips of the paint from the window sills in their apartments. We won't cover such injury.

But we won't consider a premises, site, or location that isn't owned, rented, leased, borrowed, or occupied by you to be a protected person's premises in connection with pollution that results from your work being performed there.

Waste site means any premises, site, or location which is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing, or treatment of waste. For example:

For several years waste generated by your manufacturing business was disposed of in a landfill owned by others. The landfill was closed two years ago. Nearby residents now allege that they're being injured by the waste from there. We won't cover such injury.

Protected person's work site means any premises, site, or location at, on, or in which work is being performed by or for any protected person when:

- the pollution involves a pollutant that is brought to, on, or in such premises, site, or location by or for the protected person in connection with such work; or
- the work being performed is pollution work.

For example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that the tank has been leaking. Some of the escaped fuel is found to have seeped into an underground conduit and damaged the insulation on the fiber optic cables in the conduit. We won't cover such property damage.

Waste pollutant means any pollutant which is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- any protected person; or
- any person or organization for whom you may be legally responsible.

For example:

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Waste generated by your business is transported to a landfill by a trucker hired by you. There is an accident which causes the waste to be spilled onto the road. One of the firefighters who responds to the accident later alleges that fumes from the waste made her ill. We won't cover such injury.

Operating fluid means only a fuel, lubricant, or other operating fluid that:

- is needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of mobile equipment or any of its parts;
- isn't intended to be discharged, dispersed, or released as part of the operation of mobile equipment or any of its parts; and
- isn't intended to be discharged, dispersed, or released as part of the work being performed by or for the protected person.

We explain what we mean by:

- mobile equipment in the Mobile equipment exclusion; and
- pollution work in the Pollution work loss, cost, or expense exclusion.

Pollution work loss, cost, or expense. We won't cover any loss, cost, or expense that results from:

- any request, demand, or order that any protected person or others perform pollution work; or
- any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

Pollution work means:

- the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- the responding to, or assessing, in any way the effects of any pollutant.

For example:

A chemical spill at your manufacturing facility releases a vapor cloud. Several hundred people are exposed to the vapor cloud before it disappears. None of them sustain any apparent bodily injury. However, several of them demand that you

arrange and pay for medical checkups now, and yearly for the next ten years, to assess the effect of the vapor cloud on their health. We won't cover the cost of such pollution work, regardless of who orders or performs it.

Another example:

One of your products is a container which may be used to store various types of liquids. Several of those containers are sold to a company which uses them for storage of a chemical. During such use one of them ruptures. The spilled chemical must be cleaned up. As a result, the company demands that you pay for the cleanup. We won't cover the cost of such pollution work, regardless of who orders or performs it.

We explain what we mean by pollutant in the Pollution injury or damage exclusion.

Poor quality or performance. We won't cover advertising injury that results from the failure of your products, work, or completed work to conform with advertised quality or performance.

Product recall. We won't cover any loss, cost, or expense that:

- is incurred by you or others; and
- results from the recall, removal, or withdrawal of impaired property, or your products or completed work, from the market, or from use by any person or organization, for any reason.

Nor will we cover any loss, cost, or expense that is incurred by you or others and results from the:

- loss of use;
- adjustment, inspection, repair;
- replacement; or
- disposal;

of such property, products, or completed work.

We explain what we mean by impaired property in the Impaired property exclusion.

Unnamed partnership, joint venture, or limited liability company. We won't cover injury or

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damage or medical expenses that result from the conduct of any current or past partnership, joint venture, or limited liability company that isn't shown in the Introduction as a named insured.

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
 - loading or unloading; or
 - entrustment to others;
- of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract for the ownership, maintenance, or use of a watercraft; or
- premises damage.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- watercraft while ashore on premises that you own, or rent or lease from others;
- watercraft you don't own that is less than 75 feet long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

We explain what we mean by:

- covered contract in the Contract liability exclusion;
- entrustment to others, and loading or unloading, in the Auto exclusion; and
- specialized equipment in the Mobile equipment exclusion.

Workers compensation and other benefits laws.

We won't cover any obligation that the protected person has under any:

- workers compensation;
- disability benefits;
- unemployment compensation; or
- similar law.

Wrong price description. We won't cover advertising injury that results from the

wrong description of the price of your products, work, or completed work.

Other Insurance

This agreement is primary insurance. If there is any other valid and collectible insurance for injury or damage covered by this agreement, the following applies in connection with that other insurance:

Other primary insurance. When there is other primary insurance, we'll share with that insurance the amounts you're legally required to pay as damages for injury or damage covered by this agreement. We'll do so with one of the methods of sharing described in the Methods of sharing section.

However, we'll apply this agreement as excess insurance over the part or parts of any other insurance which provide:

- property or similar coverage for property damage to your work;
- property or similar coverage for property damage to premises that you rent, lease, or borrow from others;
- aircraft, auto, or watercraft bodily injury or property damage coverage; or
- protection for you as an additional insured or additional protected person if you agree that we may apply this agreement as excess insurance.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Aircraft, auto, or watercraft bodily injury or property damage coverage means coverage for bodily injury or property damage that:

- results from the maintenance, use, operation, or loading or unloading of any aircraft, auto, or watercraft; and
- isn't specifically excluded by the Aircraft, Auto, or Watercraft exclusions in this agreement.

Excess insurance. When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend the protected person.

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However, we'll defend the protected person against a claim or suit for injury or damage covered by this agreement if no other insurer will do so. In return we'll require that we be given all of the protected person's rights against each such insurer.

Also, we'll pay only the amount of damages that's in excess of:

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

However, we'll share such excess damages with any other insurance that:

- isn't described in the Other primary insurance section; and
- wasn't bought specifically to apply in excess of the limits of coverage shown in the Coverage Summary.

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of \$1,000,000. Besides this agreement, two other policies apply to the judgment. The limit of this agreement is \$500,000. Policy B has a \$100,000 limit and Policy C's limit is \$300,000.

First, \$100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies.

The result: Policy B's limit is used up; the balance due on the judgment is \$700,000; \$400,000 remains of this agreement's limit; and the unused portion of Policy C's limit equals \$200,000.

Next, \$200,000 is subtracted from the limit on this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial \$100,000 payment. The result: Policy C's limit is used up; the balance due on the judgment is now \$300,000; and this agreement has \$200,000 of its limit remaining.

Finally, the rest of the limit on this agreement is paid. The result: this agreement's limit is used up; the balance due on the judgment is now \$100,000, which you must pay; and the total paid under each policy is: \$500,000 this agreement, \$100,000 Policy B and \$300,000 Policy C.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay that portion of the damages which is equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of \$600,000. Besides this agreement, another policy applies to the judgment. The limit of this agreement is \$300,000 and Policy B has a \$100,000 limit. The total limit of all insurance is \$400,000.

Our limit is 75% (\$300,000/\$400,000) of the total limit. But we won't pay 75% of the judgment because that \$450,000 share is more than our limit. We'll pay only our limit, which is \$300,000.

VIRGINIA AUTO, MOBILE EQUIPMENT AND NONOWNED WATERCRAFT ENDORSEMENT**The St Paul**

This endorsement changes your Commercial General Liability Protection to comply with Virginia law.

How Coverage Is Changed

There are four changes which are explained below.

1. The following replaces the definitions of mobile equipment, construction equipment and specialized equipment in the Mobile equipment exclusion. This change excludes coverage.

Mobile equipment means any land vehicle that:

- isn't subject to motor vehicle registration;
- is kept for use only on or next to premises you own, rent or lease;
- is designed for use primarily off public streets or roads;
- is kept primarily for ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for ready movement of permanently attached specialized equipment.

Construction equipment includes any:

- power crane, shovel, loader, digger or drill;
- concrete mixer other than the mix-in-transit type; or
- grader, scraper, roller or other road construction or repair equipment.

Specialized equipment means any:

- pump, generator or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding or well-servicing equipment, that has a built-in pump, generator or air compressor.

2. The following is added to the Auto exclusion. This change broadens coverage.

We won't apply this exclusion to liability for bodily injury or property damage assumed under any covered contract for the ownership, maintenance or use of an auto.

We explain what we mean by covered contract in the Contract liability exclusion.

3. The following replaces the second paragraph of the Auto exclusion. This change excludes coverage for the operation of specialized equipment.

But we won't apply this exclusion to bodily injury, property damage or medical expenses that result from the parking of an auto on any premises you own, rent, lease or borrow, or on ways next to such premises, if the auto isn't owned, rented, leased or borrowed by any protected person.

4. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Nonowned watercraft operators. Any person or organization who operates nonowned watercraft with your permission is a protected person. But only for covered bodily injury or property damage that results from the operation of such watercraft.

Nonowned watercraft means only watercraft that:

- you don't own;
- is being used by you, or is your legal responsibility;
- is less than 50 feet long; and
- isn't being used to carry persons or property for a charge.

Other Terms

All other terms of your policy remain the same.

**VIRGINIA TECHNOLOGY CONTRACT LIABILITY, EMPLOYEE
DEFINITIONS, AND OTHER PRIMARY INSURANCE ENDORSEMENT**

The St Paul

This endorsement changes your Technology Commercial Liability Protection to comply with a regulatory requirement of the Virginia Bureau Of Insurance.

How Coverage is Changed

There are five changes which are explained below.

1. The following replaces the third and fourth paragraphs of the Right and duty to defend a protected person section.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

2. The following replaces the third and fourth paragraphs of the Additional payments section.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

3. The following definitions are deleted from the Employees and volunteer workers section:

- Employee;
- Leased worker;
- Employee leasing firm;
- Leased temporary worker; and
- Volunteer worker.

4. The following replaces the Contract liability exclusion.

Contract liability. We won't cover injury or damage for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to injury or damage for which the protected person would have liability without the contract or agreement.

Nor will we apply this exclusion to:

- bodily injury or property damage for which the protected person has assumed liability under a covered contract made before the bodily injury or property damage happens; or
- personal injury or advertising injury for which the protected person has assumed liability under a covered contract made before the offense which causes such injury is committed.

Covered contract means:

- any easement or license agreement;
- any elevator maintenance agreement;
- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;
- any sidetrack agreement;
- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for injury or damage that is sustained by others and results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the tort liability of another to pay damages for injury or damage that's sustained by others.

But we won't consider the following parts of those other contracts or agreements under which you assume the tort liability of

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another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Tort liability means a liability that would be imposed by law without any contract or agreement.

Architect, engineer, or surveyor indemnity means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, map, opinion, report, or survey, or any change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

War indemnity means that part which indemnifies any person or organization for injury or damage that results from war.

We explain what we mean by war in the Medical expenses of certain persons exclusion.

5. The following replaces the second paragraph of the Other primary insurance section.

However, we'll apply this agreement as excess insurance over the part or parts of any other insurance which provide:

- property or similar coverage for property damage to your work;
- property or similar coverage for property damage to premises that you rent, lease, or borrow from others; or
- aircraft, auto, or watercraft bodily injury or property damage coverage.

Other Terms

All other terms of your policy remain the same.

BUILDING HEATING EQUIPMENT, POLLUTION ENDORSEMENT

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This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Pollution exclusion or the Pollution injury or damage exclusion, whichever applies. This change broadens coverage.

We won't apply this exclusion to injury or damage or medical expenses that result from building heating equipment fumes, smoke, soot, or vapors.

Building heating equipment fumes, smoke, soot, or vapors means only the fumes, smoke, soot, or vapors that:

- result from equipment used to heat a building at or on a protected person's premises; and
- are within that building.

Other Terms

All other terms of your policy remain the same.

**UNNAMED PARTNERSHIP, JOINT VENTURE, AND LIMITED LIABILITY
COMPANY EXCLUSION EXCEPTION ENDORSEMENT**

The St Paul

This endorsement changes your Commercial
General Liability Protection.

How Coverage Is Changed

The following is added to the Unnamed partnership, joint venture, or limited liability company exclusion. This change broadens coverage.

We won't apply this exclusion to injury or damage or medical expenses that result from the conduct of a partnership, joint venture, or limited liability company to the extent such organization:

- isn't shown in the Introduction as a named insured; and
- qualifies as a protected person under the Who Is Protected Under This Agreement section.

Other Terms

All other terms of your policy remain the same.

**PERSONAL INJURY AND ADVERTISING INJURY EXCLUSION
ENDORSEMENT**

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This endorsement changes your Commercial
General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What
This Agreement Won't Cover section. This
change excludes coverage.

Personal injury and advertising injury. We won't
cover personal injury or advertising injury.

Other Terms

All other terms of your policy remain the same.

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Watercraft Exclusion Endorsement

This endorsement changes your Technology Commercial General Liability Protection.

How Coverage Is Changed:

The following is added to your Exclusions - What This Agreement Won't Cover section. This change broadens coverage.

The Watercraft Exclusion is deleted and replaced with the following:

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- * ownership, maintenance, use , or operations;
- * loading or unloading; or
- * entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to:

- * bodily injury or property damage for which the protected person has assumed liability under a covered contract for the ownership, maintenance, or use of a watercraft; or
- * premises damage.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- * watercraft while ashore on premises that you own, or rent, or lease from others;
- * watercraft you don't own and isn't being used to carry persons or property for a charge; or
- * the operation of specialized equipment.

We explain what we mean by:

- * covered contract in the Contract liability exclusion;
- * entrustment to other, and loading or unloading, in the Auto exclusion;
- * specialized equipment in the Mobile equipment exclusion.

Other Terms: All other terms of your policy remain the same.

Name of Insured	Policy Number TE09000917	Effective Date 04/01/99
AMERICA ONLINE INC.	Processing Date 04/09/99 11:30 001	

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EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY PROTECTION - CLAIMS-MADE COVERAGE SUMMARY

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This Coverage Summary shows the limits of coverage, deductible, and extended reporting period endorsement premium that apply to your Employee Benefit Plans Administration Liability Protection - Claims-Made.

Limits Of Coverage

Each wrongful act \$1,000,000

Total limit \$3,000,000

Deductible

Each wrongful act \$1,000

Extended Reporting Period Endorsement Premium

\$398.00

Name of Insured
AMERICA ONLINE INC.

Policy Number TE09000917

Effective Date 04/01/99

Processing Date 04/09/99 11:30 001

**EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY
PROTECTION - CLAIMS-MADE**

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This insuring agreement provides liability protection for your business for the administration of your employee benefit plans. There are, of course, limitations and exclusions that apply to this protection. As a result, you should read this agreement carefully to determine the extent of coverage provided to all protected persons.

Important note. This is a claims-made insuring agreement. Claims or suits must be reported during the policy period, or a reporting period if one applies, to be covered. Please read this agreement carefully, especially the What This Agreement Covers, When This Agreement Covers, and Limits of Coverage sections.

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Administration means only the following administrative functions:

- Explaining or interpreting an employee benefit plan.
- Calculating or communicating benefits and costs for an employee benefit plan.
- Enrolling participants, or terminating participation, in an employee benefit plan.
- Estimating or projecting future employee benefit plan values.
- Handling or processing of employee benefit plan records.

Employee benefit plans means only the following employee benefit plans:

- Educational tuition reimbursement plans.
- Employee stock subscription plans.
- Group plans for life, health, dental, disability, automobile, homeowners, or legal expense insurance.
- Individual Retirement Account (IRA) plans.
- Pension and profit sharing plans.
- Salary Reduction plans under Internal Revenue Code 401(k), including any amendments.
- Savings plans.
- Social security system benefits.
- Travel and vacation plans.
- Workers Compensation and unemployment insurance benefits.

Wrongful act means any negligent act, error, or omission.

Right and duty to defend. We'll have the right and duty to defend any protected person against a claim or suit for loss covered by this agreement. We'll have such right and duty even if any of the allegations of such claim or suit is groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any claim, suit, or wrongful act to the extent that we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of

coverage that apply with the payment of judgments or settlements.

Claim means a demand which seeks damages.

Suit means a civil proceeding which seeks damages. It includes:

- an arbitration proceeding for such damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for such damages to which the protected person submits with our consent.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of judgments or settlements.

Our expenses. We'll pay all expenses we incur.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than \$250 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

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Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

Right to appeal a judgment. We'll have the right to appeal a judgment awarded in a suit for loss covered by this agreement if:

- we defend a protected person against the suit; and
- the judgment is awarded against that protected person.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

During this agreement or the limited reporting period. We'll apply this agreement to claims or suits for covered loss only when they're first made or brought:

- while this agreement is in effect; or
- during the limited reporting period if it applies.

Limited reporting period means the 60 days, starting with the ending date of this agreement, during which claims or suits for covered loss caused by wrongful acts committed before the ending date of this agreement may be first made or brought.

When we consider a claim or suit to be first made or brought. We'll consider a claim or suit for covered loss to be first made or

brought on the earliest of the following dates:

- The date that we or any protected person first receives written notice of such claim or suit.
- The date that we first receive a notice of a wrongful act from any protected person.

However, we won't accept such a notice unless it also describes what loss may result from the wrongful act.

We'll also consider all claims and suits for covered loss caused by a wrongful act, or a series of related wrongful acts, to have been made or brought on the date that the first of those claims or suits is first made or brought.

Series of related wrongful acts means two or more wrongful acts, including repeated or continuous wrongful acts, that are related to the same loss.

When the limited reporting period will apply.

The limited reporting period will automatically apply without an additional premium if this agreement is canceled or not renewed for any reason. It may not be canceled once it applies.

However, the limited reporting period won't apply to claims or suits if other insurance you buy:

- applies to them; or
- would have applied to them but won't because its limits of coverage have been used up.

How the limited reporting period applies. The limited reporting period doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit for covered loss that is first made or brought during the limited reporting period to have been made on the ending date of this agreement.

When and how an extended reporting period can be added. If this agreement is canceled or not renewed for any reason, an extended reporting period with an unlimited time can be added with an Extended Reporting Period Endorsement and the payment of an additional premium.

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However, we won't issue an extended reporting period endorsement unless we receive a written request for it from the first named insured shown in the Introduction within 60 days after the ending date of this agreement.

In addition, the endorsement won't take effect unless:

- your premium for this agreement is paid in full; and
- the additional premium for the extended reporting period is paid when due.

But once the endorsement takes effect, it may not be canceled by you or us.

Extended reporting period means an unlimited time, starting with the ending date of this agreement, during which claims or suits for covered loss caused by wrongful acts committed before the ending date of this agreement may be first made or brought.

How the extended reporting period applies. The extended reporting period replaces the limited reporting period. Also, it doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit first made or brought during the extended reporting period to have been made or brought on the ending date of this agreement.

In addition, the extended reporting period will cause us to apply this agreement as excess insurance over certain other insurance. We explain when and how we'll do so in the Other Insurance section.

How we'll figure the additional premium for the extended reporting period. We'll figure the additional premium for the extended reporting period in accordance with our rules and rates. But we won't charge more than 200% of the annual premium for the last policy year of this agreement. The extended reporting period endorsement premium is shown in the Coverage Summary.

We explain what we mean by policy year in the Total limit section.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered loss that's caused by wrongful acts committed there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered loss that's caused by wrongful acts committed in the rest of the world if the protected person's liability for such loss:

- is determined in a suit in the coverage territory; or
- is agreed to by us in a settlement.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

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Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

But we won't apply this Employees section to your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.

Also, we won't apply this Employees section to your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Employee leasing firm means any person or organization who hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Newly acquired or formed organizations. Any organization, other than a partnership, joint venture, or limited liability company, that you acquire or form while this agreement is in effect is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 90 days, or the remainder of the time this agreement is in effect, whichever is less, from the date that you acquire or form it, unless we agree that it should continue to be a protected person after the end of that period of time; or
- loss that's covered under other similar insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section, fix the most we'll pay as damages, regardless of the number of:

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

Each wrongful act limit. This is the most we'll pay for all covered loss that is caused

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by any one wrongful act or series of related wrongful acts.

Total limit. This is the most we'll pay for the combined total of all claims and suits for covered loss that are first made or brought in a policy year.

Policy year means the policy period shown in the Introduction, or the period of time this agreement is in effect, whichever is less. But when that period is longer than one year, it means each consecutive annual period, and the remaining period if any, that this agreement is in effect, starting with the beginning date of this agreement.

How the limits of coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, we'll consider each extended period to be part of the last policy year. For example:

Your policy period is for one year. During that policy year you request a three month extension. We agree. As a result, your last policy year becomes 15 months. It will be subject to the same limits of coverage that applied when the policy year was 12 months.

How the limits of coverage apply to the limited and extended reporting periods. The limits of coverage that apply on the ending date of this agreement aren't renewed or increased for claims or suits first made or brought during the limited reporting period.

However, if the extended reporting period is added, the Total limit is renewed in full.

How the limits of coverage apply if the total limit is left blank. If the amount of the Total limit is left blank in the Coverage Summary, we'll consider that total limit to be three times the Each wrongful act limit.

Deductible

The deductible shown in the Coverage Summary and the information contained in this section fix the amount of damages over which the limits of coverage will apply, regardless of the number of:

- protected persons;

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

Each wrongful act deductible. You'll be responsible for the amount of damages within this deductible for all covered loss that's caused by each wrongful act or series or related wrongful acts.

If we settle a claim or suit that's subject to this deductible, we'll pay the deductible as part of the settlement. You agree to repay us as soon as we notify you of the settlement.

Exclusions—What This Agreement Won't Cover

Bodily injury. We won't cover bodily injury.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Contract liability. We won't cover loss for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to loss for which the protected person would have liability without the contract or agreement.

Dishonest acts. We won't cover claims that result from dishonest, intentionally fraudulent, criminal, or malicious acts or omissions of any protected person or of anyone for whose acts the protected person is legally responsible.

But this exclusion doesn't apply to any protected person who didn't:

- personally participate in committing any such act or omission; or
- remain passive after having personal knowledge of any such act or omission.

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Employment-related practices. We won't cover loss that is sustained by a person and results from any:

- refusal to employ that person;
- termination of that person's employment; or
- other employment-related act, omission, policy, or practice, such as coercion, defamation, demotion, discipline, discrimination, evaluation, harassment, humiliation, or reassignment, directed at that person.

Nor will we cover loss sustained by the spouse or any child, parent, brother, or sister of that person if such loss results from the loss sustained by that person.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity.

We'll also apply this exclusion to any obligation of the protected person to share damages with or to repay someone else who must pay damages because of such loss.

Failure to comply with law. We won't cover loss that results from any intentional violation of any:

- workers compensation law;
- unemployment insurance law;
- social security law;
- disability benefits law; or
- administrative interpretation of such laws.

Failure to pay benefits. We won't cover loss that results from any failure to pay benefits because:

- there are not sufficient funds; or
- an insurance company fails to comply with the terms of its policy.

Fines or penalties. We won't cover any fine or penalty assessed against any protected person.

Investment of funds. We won't cover loss that results from any investment or non-investment of any employee benefit plan funds.

Investment performance. We won't cover loss that results from any failure of an investment to perform as a protected person expected, intended, or said it would.

Known wrongful acts. We won't cover loss that results from any wrongful act that the protected person:

- knew about before this agreement went into effect; and
- could reasonably foresee would result in a claim or suit being made or brought while this agreement is in effect.

Participation, investment, or legal advice. We won't cover loss that results from the providing of or failure to provide any of the following advice to any employee or his or her dependent or beneficiary:

- Advice to participate or not to participate in an optional employee benefit plan.
- Investment advice.
- Legal advice.

Personal injury. We won't cover loss that results from personal injury.

Personal injury means injury that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that an individual occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that an individual occupies.
- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates an individual's right of privacy.

Property damage. We won't cover loss that results from property damage.

Property damage means:

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- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged.

Termination of plan. We won't cover loss that results from the termination of any employee benefit plan.

Unnamed partnership, joint venture, or limited liability company. We won't cover loss that results from the conduct of any current or past partnership, joint venture, or limited liability company that's not shown in the Introduction as a named insured.

Other insurance

This agreement is primary insurance. If there is any other valid and collectible insurance available to you for loss covered by this agreement, the following applies in connection with that insurance.

Other primary insurance. When there is other primary insurance available to you, we'll pay that portion of the damages which:

- exceeds the deductible; and
- equals our percentage of the total of all limits of coverage that apply.

But we won't pay more than the limit of coverage that applies under this agreement. For example:

The limit of coverage under this agreement is \$100,000. Another insurance policy with a limit of \$25,000 also applies to loss covered by this agreement. We won't pay more than 80% (\$100,000/\$125,000) of a loss, less any deductible.

However, we'll apply this agreement as excess insurance over the part or parts of any other insurance which provide coverage for claims or suits for loss that:

- is covered by this agreement; and
- is caused by a wrongful act committed before the beginning date of this agreement.

Also, if the extended reporting period applies, we'll apply this agreement as excess insurance over the part or parts of any other insurance which:

- are in effect during the extended reporting period; and
- provide coverage for claims or suits for loss covered by this agreement that are first made or brought during the extended reporting period.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Excess insurance. When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend the protected person.

However, we'll defend the protected person against a claim or suit for injury or damage covered by this agreement if no other insurer will do so. In return we'll require that we be given all of the protected person's rights against each such insurer.

Also, we'll pay only the amount of damages that's in excess of:

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

But we won't pay more than the limits of coverage that apply under this agreement.

**VIRGINIA EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY
ENDORSEMENT**

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This endorsement changes your Employee Benefit Plans Administration Liability Protection - Claims-Made to comply with Virginia regulations.

How Coverage Is Changed

There are two changes which are explained below.

1. The following replaces the When and how an extended reporting period can be added section.

When and how an extended reporting period can be added. If this agreement is canceled or not renewed for any reason, or if we renew coverage on other than a claims-made basis, an extended reporting period with an unlimited time can be added with an extended reporting period endorsement and the payment of an additional premium.

However, we won't issue an extended reporting period endorsement unless we receive a written request for it from a named insured shown in the Introduction within 60 days after the ending date of this agreement.

In addition, the endorsement won't take effect unless:

- your premium for the time this agreement was in effect is paid in full, if we cancel this coverage because you failed to pay the premium for it when it was due; and
- the additional premium for the extended reporting period is paid when due.

But once the endorsement takes effect, it may not be canceled by you or us.

Extended reporting period means an unlimited time, starting with the ending dates of this agreement, during which claims or suits for covered loss caused by wrongful acts committed before the ending date of this agreement may be first made or brought.

2. The following definitions are deleted from the Employees section:
 - Employee.
 - Leased worker.
 - Employee leasing firm.
 - Leased temporary worker.

Other Terms

All other terms of your policy remain the same.