

July 31, 2013

CIRCULAR LETTER TO ALL MEMBER COMPANIES

Re: Revisions to the Commercial Automobile
Policy Program

The Commissioner of Insurance has approved revisions to the Commercial Automobile Policy Program. These revisions (1) are designed to track the changes made by Insurance Services Office (ISO) to the Commercial Automobile Policy Program utilized on a voluntary basis; (2) include revisions to the policy forms as well as the Facility Commercial Auto Manual; and (3) were filed for use on an optional basis.

The revisions to the Facility Commercial Auto Manual do not track exactly the revisions made by ISO in the voluntary market. The revisions filed by ISO included moving several optional endorsements into the Auto Dealers Policy base contract. These optional coverages are General Liability coverages and are not eligible for cession to the Facility. Therefore, the revised manual rule requires the exclusionary endorsements for these coverages to be attached to the Auto Dealers Policy.

In that regard, please find attached (1) a list of policy forms that are being revised; (2) the actual policy forms and endorsements showing the approved revisions; and (3) a new Rule 54. Auto Dealers – Eligibility for the Commercial Auto Manual.

This filing affords our member companies the opportunity to utilize the same forms in insuring risks ceded to the Facility that they utilize in connection with their voluntary commercial automobile insurance business.

These changes become effective in accordance with the following Rule of Application:

These changes are applicable to all policies becoming effective on or after October 1, 2013 on an optional basis.

Please see to it that this letter is brought to the attention of all interested personnel in your company.

Very truly yours,

FTL:dms
Attachments
RF-13-5

F. Timothy Lucas
Automobile Manager

Form No.	Previous Edition	Title
CA DS 03 10 13	03 10	Business Auto Declarations
CA DS 09 03 10		Garage Declarations
CA DS 21 10 13	03 10	Motor Carrier Declarations
CA DS 26 10 13	New	Auto Dealers Declarations
CA 00 01 10 13	03 10	Business Auto Coverage Form
CA 00 20 10 13	03 10	Motor Carrier Coverage Form
CA 00 25 10 13	New	Auto Dealers Coverage Form
CA 01 21 10 13	02 99	Limited Mexico Coverage
CA 01 26 10 13	07 10	North Carolina Changes
CA 02 38 10 13	03 10	Reinstatement Of Insurance
CA 02 40 10 13	03 10	Suspension Of Insurance
CA 03 01 10 13	03 10	Deductible Liability Coverage
CA 03 02 10 13	03 10	Deductible Liability Coverage
CA 04 42 10 13	03 10	Exclusion Of Federal Employees Using Autos In Government Business
CA 04 44 10 13	03 10	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
CA 04 45 10 13	03 10	Golf Carts And Low-Speed Vehicles
CA 20 01 10 13	03 06	Lessor - Additional Insured And Loss Payee
CA 20 05 10 13	03 10	Drive-Away Contractors
CA 20 06 10 13	03 10	Driving Schools - Non-Owned Autos
CA 20 07 10 13	03 10	Emergency Services - Volunteer Firefighters' And Workers' Injuries Limited
CA 20 09 10 13	07 97	Leasing Or Rental Concerns - Contingent Coverage
CA 20 11 10 13	03 06	Leasing Or Rental Concerns - Exclusion Of Certain Leased Autos
CA 20 12 10 13	10 01	Leasing Or Rental Concerns - Rent It There/Leave It Here Autos
CA 20 13 10 13	10 01	Leasing Or Rental Concerns - Schedule Of Limits For

		Owned Autos
CA 20 14 10 13	07 97	Leasing Or Rental Concerns - Second Level Coverage
CA 20 15 10 13	12 04	Mobile Equipment
CA 20 18 10 13	12 93	Professional Services Not Covered
CA 20 19 10 13	03 10	Repossessed Autos
CA 20 21 10 13	03 10	Snowmobiles
CA 20 27 10 13	02 99	Registration Plates Not Issued For A Specific Auto
CA 20 30 10 13	03 10	Emergency Services - Volunteer Firefighters' And Workers' Injuries Excluded
CA 20 48 10 13	02 99	Designated Insured For Covered Autos Liability Coverage
CA 20 54 10 13	10 01	Employee Hired Autos
CA 20 55 10 13	10 01	Fellow Employee Coverage
CA 20 56 10 13	02 99	Fellow Employee Coverage For Designated Employees/Positions
CA 20 70 10 13	10 01	Coverage For Certain Operations In Connection With Railroads
CA 21 16 10 13	04 10	North Carolina Uninsured Motorists Coverage
CA 23 01 10 13	12 93	Explosives
CA 23 03 10 13	12 93	Multi-Purpose Equipment
CA 23 04 10 13	10 01	Rolling Stores
CA 23 05 10 13	12 93	Wrong Delivery Of Liquid Products
CA 23 08 10 13	12 93	Motor Carriers - Excess Coverage For The Named Insured And Named Lessors For Leased Autos
CA 23 09 10 13	02 99	Motor Carriers - Insurance For Non-Trucking Use
CA 23 12 10 13	12 93	Motor Carriers - Named Lessee As Insured
CA 23 17 10 13	03 06	Truckers - Uniform Intermodal Interchange Endorsement Form UIIE-1
CA 23 20 03 10		Truckers Endorsement
CA 23 24 10 13	10 01	Agricultural Produce Trailers - Seasonal
CA 23 25 10 13	07 97	Coverage For Injury To Leased Workers
CA 23 30 10 13	New	Motor Carrier Endorsement

CA 23 94 10 13	03 06	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
CA 23 97 10 13	03 10	Amphibious Vehicles
CA 23 98 10 13	03 10	Trailer Interchange Coverage
CA 24 01 10 13	03 10	Transportation Of Seasonal Or Migrant Agricultural Workers
CA 24 02 10 13	12 93	Public Transportation Autos
CA 25 15 10 13	New	Full Covered Autos Liability Limit For Customers
CA 25 16 10 13	10 01	Auto Dealers Coverage Form - General Liability Coverages - Total Pollution Exclusion
CA 25 50 10 13	New	Exclusion - Damage to Rented Premises
CA 25 53 10 13	New	Exclusion – Newly Acquired Or Formed Auto Dealership
CA 25 54 10 13	New	Exclusion – Personal And Advertising Injury Liability Coverage
CA 99 03 10 13	03 06	Auto Medical Payments Coverage
CA 99 10 10 13	03 10	Drive Other Car Coverage - Broadened Coverage For Named Individuals
CA 99 13 10 13	07 97	Fiduciary Liability Of Banks
CA 99 16 10 13	03 10	Hired Autos Specified As Covered Autos You Own
CA 99 17 10 13	03 06	Individual Named Insured
CA 99 33 10 13	02 99	Employees As Insureds
CA 99 34 10 13	12 93	Social Service Agencies - Volunteers As Insureds
CA 99 40 10 13	12 93	Exclusion Or Excess Coverage Hazards Otherwise Insured
CA 99 47 10 13	03 10	Employee As Lessor
CA 99 48 10 13	03 06	Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms
CA 99 54 10 13	07 97	Covered Auto Designation Symbol
CA 99 55 10 13	03 06	Pollution Liability - Broadened Coverage For Covered Autos - Auto Dealers Coverage Form

POLICY NUMBER:

COMMERCIAL AUTO
CA DS 03 10 13

BUSINESS AUTO DECLARATIONS

ITEM ONE

Company Name:	Producer Name:
Named Insured:	Mailing Address:
Company Name:	
Producer Name:	
Named Insured:	
Mailing Address:	
Policy Period	
From:	
To: At 12:01 AM Standard Time at your mailing address shown above	
Previous Policy Number:	

Form Of Business:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at	\$
Inception:	
Audit Period (if applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York) (IL 01 98 in Washington)

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Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

Note
Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

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ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
<u>Covered Autos</u> Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
Auto Medical Payments		\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

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ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This policy may be subject to final audit.			

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ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:				\$		
Actual Cost New Or Used:				\$	<input type="checkbox"/> New	<input type="checkbox"/> Used
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
<u>Covered Autos Liability</u>	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:			\$			
Actual Cost New Or Used:			\$	<input type="text"/>	New	<input type="checkbox"/> Used
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
<u>Covered Autos Liability</u>	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ <u>Each Insured</u>	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:				Trade Name:	
Body Type:					Serial Number(s):	
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:			\$			
Actual Cost New Or Used:			\$		<input type="checkbox"/> New <input type="checkbox"/> Used	
Classification						
		Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Original Cost New	Radius Of Operation					
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
<u>Covered Autos Liability</u>	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

Total Premiums	
<u>Covered Autos Liability</u>	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

<u>Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</u>		
<u>Covered Autos Liability Coverage</u>	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and 1. semitrailers); and, if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a 2. driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (i.e., 3. repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<u>Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</u>			
<u>Covered Autos Liability Coverage</u>	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
Total Hired Auto Premium			\$

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collisjon		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$
Total Hired Auto Premium				\$
<p>For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.</p>				

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
<u>Covered Autos Liability – Primary Coverage</u>		\$	\$	\$	\$
<u>Covered Autos Liability – Excess Coverage</u>		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)	<u>VA</u>	\$	\$	\$	\$
Income Loss Benefits (Virginia Only)	<u>VA</u>	\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto Premiums				\$	\$
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>					

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
Total Hired Auto Premiums					\$	\$
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town and State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
<u>Covered Autos Liability – Primary Coverage</u>				\$	\$
<u>Covered Autos Liability – Excess Coverage</u>				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
Total Hired Auto Premiums				\$	\$

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ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$
	Number Of Partners (Active aAnd Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active aAnd Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active aAnd Inactive)		\$
Total Non-ownership Covered Autos Liability Premium			\$

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
<u>Covered Autos Liability</u>	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM SIX

Schedule For Gross Receipts Or Mileage Basis (Cont'd)

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Address Of Business Headquarters Location:	
Type Of Risk (Check one):	<input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM SIX

Schedule For Gross Receipts Or Mileage Basis (Cont'd)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- A1.** Amounts paid to air, sea or land carriers operating under their own permits.
- B2.** Advertising revenue.
- C3.** Taxes collected as a separate item and paid directly to the government.
- D4.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

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POLICY NUMBER:

COMMERCIAL AUTO
CA DS 21 10 13

MOTOR CARRIER DECLARATIONS

ITEM ONE

Company Name:	Producer Name:
Named Insured:	Mailing Address:
Company Name:	
Producer Name:	
Named Insured:	
Mailing Address:	

Policy Period	
From:	
To:	At 12:01 AM Standard Time at your mailing address shown above
Previous Policy Number:	

Form Of Business:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium s<u>h</u>own i<u>s</u> p<u>a</u>ayable a<u>t</u>	\$
i<u>n</u>ception:	
Audit Period (i<u>f</u> A<u>pp</u>licable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

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Endorsements Attached To This Policy:
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York) (IL 01 98 in Washington)

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

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ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Motor Carrier Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
<u>Covered Autos</u> Liability		\$	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
Auto Medical Payments		\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

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ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Trailer Interchange Comprehensive Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Trailer Interchange Specified Causes Of Loss Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Trailer Interchange Collision Coverage		Least Of Actual Cash Value, Cost Of Repair, Or \$ Limit Of Insurance	\$
		\$ Deductible For Each Covered Trailer	
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$
		See Item Four for Hired or Borrowed Autos.	
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$
		See Item Four for Hired or Borrowed Autos.	
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$
		See Item Four for Hired or Borrowed Autos.	
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$

*This policy may be subject to final audit.

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ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:			\$			
Actual Cost New Or Used:			\$	<input type="text"/>	New <input type="checkbox"/>	Used <input type="checkbox"/>
Classification						
<u>Original Cost New</u>	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
<u>Covered Autos Liability</u>	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:		Model:			Trade Name:	
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:				\$		
Actual Cost New Or Used:				\$ <input type="checkbox"/> New		<input type="checkbox"/> Used
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Covered Autos Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:		Model:			Trade Name:	
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Purchased						
Original Cost New:				\$		
Actual Cost New Or Used:				\$ <input type="checkbox"/> New <input type="checkbox"/> Used		
Classification						
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
Original Cost New						
<small>1/2</small>						
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:						

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ITEM THREE

Schedule Of Covered Autos You Own (Conf'd)

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
<u>Covered Autos Liability</u>	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ Each Insured	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible	\$
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing And Labor	\$ Per Disablement	\$

Total Premiums	
<u>Covered Autos Liability</u>	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$

For "autos" used in your motor carrier operations, cost of hire means:

- (a)1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers); and, if not included therein,
- (b)2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c)3. The total dollar amount of any other costs (i.e.e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
Total Hired Auto Premium			\$

For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ _____	\$ _____
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$ _____	\$ _____
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Deductible For Each Covered Auto	\$ _____	\$ _____
Total Hired Auto Premium				\$ _____
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
<u>Covered Autos Liability – Primary Coverage</u>		\$	\$	\$	\$
<u>Covered Autos Liability – Excess Coverage</u>		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)	<u>VA</u>	\$	\$	\$	\$
Income Loss Benefits (Virginia Only)	<u>VA</u>	\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto Premiums				\$	\$
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ _____	\$ _____	\$ _____	\$ _____
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$ _____	\$ _____	\$ _____	\$ _____
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ _____ Ded. For Each Covered Auto	\$ _____	\$ _____	\$ _____	\$ _____
Total Hired Auto Premiums					\$ _____	\$ _____
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.						

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ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town aAnd State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
<u>Covered Autos Liability</u>				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
Total Hired Auto Premiums				\$	\$

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Rating Basis	Number	Premium
Number Of Employees		\$
Number Of Partners (Active aAnd Inactive)		\$
Total Non-ownership Covered Autos Liability Premium		\$

ITEM SIX

Trailer Interchange Coverage

Coverages	Limit Of Insurance	Estimated Premium
Comprehensive	Stated In Item Two	\$
Specified Causes Of Loss		\$
Collision		\$
Total Trailer Interchange Premium		\$

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ITEM SEVEN

Schedule For Gross Receipts Or Mileage Rating Basis

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM SEVEN

Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)

Address Of Business Headquarters Location:	
Type Of Risk (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
Rating Basis (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
Estimated Yearly (Gross Receipts Or Mileage):	
Premiums	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

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ITEM SEVEN

Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)

When gross receipts or mileage is used as a premium basis:

FOR MOTOR CARRIERS

Gross receipts means the total amount earned by the named insured for shipping or transporting property, regardless of whether you or any other carrier originates the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and 15% of the total amount received from renting any equipment, with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto". Gross receipts does not include:

- A1.** Amounts you paid to air, sea or land carriers operating under their own permits.
- B2.** Advertising revenue.
- C3.** Taxes collected as a separate item and paid directly to the government.
- D4.** C.O.D. collections for cost of merchandise including collection fees.
- E5.** Warehouse storage fees.

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- A1.** Amounts paid to air, sea or land carriers operating under their own permits.
- B2.** Advertising revenue.
- C3.** Taxes collected as a separate item and paid directly to the government.
- D4.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

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POLICY NUMBER:

COMMERCIAL AUTO
CA DS 26 10 13

AUTO DEALERS DECLARATIONS

ITEM ONE

Company Name:
Producer Name:
Named Insured:
Mailing Address:

Policy Period		
From:		
To:	At 12:01 AM Standard Time at your mailing address shown above	
Previous Policy Number:		
Form Of Business:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium Shown Is Payable At Inception: \$
Audit Period (if applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (not applicable in New York) (IL 01 98 in Washington)

Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

NOTE

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

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ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from Section I – Covered Autos Coverages of the Auto Dealers Coverage Form next to the name of the "auto"-related coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability		\$ Each Accident	
General Liability Bodily Injury And Property Damage Liability		\$ Each Accident	
Damages To Premises Rented To You		\$ Any One Premises	\$
Personal And Advertising Injury Liability		\$ Any One Person Or Organization	
		\$ General Liability Aggregate	
		\$ Products And Work You Performed Aggregate	
Locations And Operations Medical Payments		\$ Any One Person	\$
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
Auto Medical Payments		\$ Each Insured See Item Seven For Covered Autos Insured On A Specified Car Basis.	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists		\$	\$

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Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Garagekeepers Comprehensive Coverage		Separately Stated For Each Location In Item Five	\$
Garagekeepers Specified Causes Of Loss Coverage			\$
Garagekeepers Collision Coverage			\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Six For Dealers Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Six For Dealers Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto See Item Six For Dealers Blanket Collision Autos.	\$
Acts, Errors Or Omissions Liability		\$ Aggregate \$ Per Claim Deductible	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This policy may be subject to final audit.			

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ITEM THREE

Locations Where You Conduct Auto Dealer Operations

Location Number	Address (State your main business location first.)

ITEM FOUR

Liability And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) – Premiums

Location Number:		
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
Total Rating Units		
Premiums		
Covered Autos Liability and General Liability Premium	\$	
Personal Injury Protection Premium	\$	
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (Virginia Only)	\$	
Income Loss Benefits Premium (Virginia Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	

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ITEM FOUR

Liability And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) – Premiums (Cont'd)

Location Number:		
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
Total Rating Units		
Premiums		
Covered Autos Liability and General Liability Premium	\$	
Personal Injury Protection Premium	\$	
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (Virginia Only)	\$	
Income Loss Benefits Premium (Virginia Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	

Location Number:		
Classes Of Operators	Number Of Persons	Rating Units
Class I – Employees Regular Operators		
Class I – Employees All Others		
Class II – Nonemployees Under Age 25		
Class II – Nonemployees Age 25 Or Over		
All Employees (Only For Trailer Dealers)		
Total Rating Units		
Premiums		
Covered Autos Liability and General Liability Premium	\$	
Personal Injury Protection Premium	\$	
Property Protection Insurance Premium (Michigan Only)	\$	
Medical Expense Benefits Premium (Virginia Only)	\$	
Income Loss Benefits Premium (Virginia Only)	\$	
Acts, Errors Or Omissions Liability Premium	\$	

Total Liability and Liability And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) – Premiums For All Locations	\$
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ITEM FOUR

**Liability And Personal Injury Protection (Or Equivalent Or Similar No-fault Coverages) – Premiums
(Cont'd)**

DEFINITIONS

Class I – Employees

Regular Operator: Proprietors, partners and officers active in the "auto dealer operations", salespersons, general managers, service managers, any "employee" whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto"

All Others: All other "employees"

NOTE

1. Part-time "employees" working an average of at least 20 hours a week for the number of weeks worked are to be counted as one rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Nonemployees

Any of the following persons who are regularly furnished with a covered "auto": inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

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ITEM FIVE

Garagekeepers Coverages And Premiums

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	

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ITEM FIVE

Garagekeepers Coverages And Premiums (Cont'd)

Location Number:			
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR		
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

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ITEM FIVE

Garagekeepers Coverages And Premiums (Cont'd)

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Customer's Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Collision	\$ Limit Of Insurance	\$
	\$ Deductible For Each Customer's Auto	
Total Garagekeepers Premium For All Locations		\$

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ITEM FIVE

Garagekeepers Coverages And Premiums (Cont'd)

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

ITEM SIX

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis

Each of the following Physical Damage Coverages that is indicated in Item Two applies only to the types of "autos" and interests indicated below by an "X".

Coverages	Types Of Autos		Interests Covered			
	New Autos	Used Autos, Demonstrators And Service Vehicles	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						

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ITEM SIX

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number:			
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Covered Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Covered Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

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ITEM SIX

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	

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ITEM SIX

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Blanket Collision (All Locations)	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto	

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Total Premium For All Locations	\$
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Our Limit Of Insurance For Loss At Locations Other Than Those Stated In Item Three:	
\$	Additional Locations Where You Store Covered Autos
\$	In Transit

ITEM SIX

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Premium Basis – Reporting (Quarterly or Monthly) or Nonreporting (Indicate basis agreed upon by an "X".)

Reporting Basis (Quarterly or Monthly as indicated below by an "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location Number 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II – Nonemployees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in Item Three. For your main sales location, you must include the total value of all service vehicles.

Your Reporting Basis Is:

Quarterly

You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

Monthly

You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year, we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

Nonreporting Basis

Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and:

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ITEM SEVEN

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
All Physical Damage loss is payable to you and the loss payee named below according to their interests in the auto at the time of the loss:						
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)						
Coverages	Limit			Premium		
Covered Autos Liability	\$			\$		
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible			\$		
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible			\$		
Auto Medical Payments	\$ Each Insured			\$		
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive	Stated In Item Two Minus \$ Deductible			\$		
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible			\$		
Collision	Stated In Item Two Minus \$ Deductible			\$		

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ITEM SEVEN

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
All Physical Damage loss is payable to you and the loss payee named below according to their interests in the auto at the time of the loss:						
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)						
Coverages	Limit			Premium		
Covered Autos Liability	\$			\$		
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible			\$		
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible			\$		
Auto Medical Payments	\$ Each Insured			\$		
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive	Stated In Item Two Minus \$ Deductible			\$		
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible			\$		
Collision	Stated In Item Two Minus \$ Deductible			\$		

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ITEM SEVEN

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Covered Auto Number:						
Town And State Where The Covered Auto Will Be Principally Garaged:						
Covered Auto Description						
Year:	Model:			Trade Name:		
Body Type:				Serial Number(s):		
Vehicle Identification Number (VIN):						
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$						
All Physical Damage loss is payable to you and the loss payee named below according to their interests in the auto at the time of the loss:						
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)						
Coverages	Limit			Premium		
Covered Autos Liability	\$			\$		
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible			\$		
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible			\$		
Auto Medical Payments	\$ Each Insured			\$		
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive	Stated In Item Two Minus \$ Deductible			\$		
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible			\$		
Collision	Stated In Item Two Minus \$ Deductible			\$		

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ITEM SEVEN

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Total Premiums For All Specified Autos	
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$

Covered Auto Number	Person Or Organization To Which The Covered Auto Has Been Furnished (Do not include Covered Autos which have been furnished to Class I or Class II operators.)

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ITEM EIGHT

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage – Cost Of Hire Rating Basis (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage		\$	\$
Excess Coverage		\$	\$
Total Hired Auto Premium			\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto	\$	\$
Total Hired Auto Premium				\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

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ITEM EIGHT

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage		\$	\$	\$	\$
Covered Autos Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)	VA	\$	\$	\$	\$
Income Loss Benefits (Virginia Only)	VA	\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
Total Hired Auto Premium				\$	\$
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

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ITEM EIGHT

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages						
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Compre-hensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
Total Hired Auto Premium					\$	\$
<p>For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.</p>						

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ITEM EIGHT

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town And State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage				\$	\$
Covered Autos Liability – Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
Total Hired Auto Premium				\$	\$

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ITEM NINE

Covered Autos Liability Premium For Pickup And Delivery Of Autos – Nonfranchised Dealers Only

Number Of Driver Trips	Premium
51 – 200 Miles	\$
Over 200 Miles	\$
Total Premium	\$

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BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for <u>Covered Autos</u> Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for <u>Covered Autos</u> Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for <u>Covered Autos</u> Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this eCoverage fForm, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

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

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

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

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

11. Pollution

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

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All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

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

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

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

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

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measurement measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" in any one "accident" is the lesser of:

- (1)a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2)b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of in any one "loss", is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1)a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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~~(2)b.~~ Removable from a permanently installed housing unit as described in Paragraph 2.a.b.(1) above; or is an integral part of that equipment; or

~~(3)c.~~ An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

23. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

34. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

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

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

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this eCoverage fForm until:

- a. There has been full compliance with all the terms of this eCoverage fForm; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

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4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this eCoverage fForm has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this eCoverage fForm.

2. Concealment, Misrepresentation Or Fraud

This eCoverage fForm is void in any case of fraud by you at any time as it relates to this eCoverage fForm. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This eCoverage fForm;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this eCoverage fForm.

3. Liberalization

If we revise this eCoverage fForm to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this eCoverage fForm.

5. Other Insurance

a. For any covered "auto" you own, this eCoverage fForm provides primary insurance. For any covered "auto" you don't own, the insurance provided by this eCoverage fForm is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this eCoverage fForm provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this eCoverage fForm's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this eCoverage fForm and any other eCoverage fForm or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our eCoverage fForm bears to the total of the limits of all the eCoverage fForms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this eCoverage fForm is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this eCoverage fForm will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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7. Policy Period, Coverage Territory

Under this eCoverage fForm, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and,

(b) The provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this eCoverage fForm and any other eCoverage fForm or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the eCoverage fForms or policies shall not exceed the highest applicable Limit of Insurance under any one eCoverage fForm or policy. This condition does not apply to any eCoverage fForm or policy issued by us or an affiliated company specifically to apply as excess insurance over this eCoverage fForm.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

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- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

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MOTOR CARRIER COVERAGE FORM

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

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

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
61	Any "Auto"	
62	Owned "Autos" Only	Only the "autos" you own (and for <u>Covered Autos Liability Coverage</u> any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
63	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.
64	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for <u>Covered Autos Liability Coverage</u> any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
65	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.
66	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for <u>Covered Autos Liability Coverage</u> any "trailers" you don't own while attached to any power unit described in Item Three).
68	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

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Symbol	Description Of Covered Auto Designation Symbols	
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 61, 62, 63, 64, 65, 66 or 79 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this eCoverage fForm, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

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

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (a) Is being transported by the carrier; or
 - (b) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the eCoverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

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- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

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

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

11. Pollution

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

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2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;

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

2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The Limit of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance shown in the Declarations.

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SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing – Private Passenger Type Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

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b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
- a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measurement measuring equipment.
 - e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - f. Any accessories used with the electronic equipment described in Paragraph e. above.
3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

4. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

~~a. "Loss" in any one "accident" to any one covered "auto" is the lesser of:~~

~~(1)a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or~~

~~(2)b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.~~

~~b2. \$1,000 is the most we will pay for "loss" in any one "accident" to a~~ All electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of any one "loss", is \$1,000, if, at the time of "loss", such electronic equipment is:

(1)a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2)b. Removable from a permanently installed housing unit as described in Paragraph b.(1)2.a. above; or is an integral part of that equipment; or

(3)c. An integral part of such equipment, as described in Paragraphs b.(1) and b.(2) above.

23. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
34. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

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D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

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

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

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this eCoverage fForm until:

- a. There has been full compliance with all the terms of this eCoverage fForm; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this eCoverage fForm has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this eCoverage fForm.

2. Concealment, Misrepresentation Or Fraud

This eCoverage fForm is void in any case of fraud by you at any time as it relates to this eCoverage fForm. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This eCoverage fForm;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this eCoverage fForm.

3. Liberalization

If we revise this eCoverage fForm to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this eCoverage fForm.

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this eCoverage fForm's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this eCoverage fForm's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

- (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

- c. While a covered "auto" which is a "trailer" is connected to a power unit, this eCoverage fForm's Covered Autos Liability Coverage is:

- (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".

- d. Any Trailer Interchange Coverage provided by this eCoverage fForm is primary for any covered "auto".

- e. Except as provided in Paragraphs a., b., c. and d. above, this eCoverage fForm provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this eCoverage fForm's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

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- h. When this eCoverage fForm and any other eCoverage fForm or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our eCoverage fForm bears to the total of the limits of all the eCoverage fForms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this eCoverage fForm is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this eCoverage fForm will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this eCoverage fForm, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

(a) A a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and,

(b) ~~The~~ provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this eCoverage fForm and any other eCoverage fForm or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the eCoverage fForms or policies shall not exceed the highest applicable Limit of Insurance under any one eCoverage fForm or policy. This condition does not apply to any eCoverage fForm or policy issued by us or an affiliated company specifically to apply as excess insurance over this eCoverage fForm.

SECTION VI – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

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

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"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

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

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b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.

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

J. "Loss" means direct and accidental loss or damage.

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

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

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

3. Vehicles that travel on crawler treads;

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

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

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

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.

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

N. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

O. "Property damage" means damage to or loss of use of tangible property.

P. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

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2. A "covered pollution cost or expense",
to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

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

R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

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AUTO DEALERS COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and include your spouse, if you are an individual. The words "we", "us" and "our" refer to the company providing this insurance.

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

SECTION I – COVERED AUTOS COVERAGES

A. Description Of Covered Auto Designation Symbols

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbols	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-owned "Autos" Used In Your "Auto" Dealership	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your "auto" dealership described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your "auto" dealership.

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30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.
31	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 21, 22, 23, 24, 25 or 26 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 27 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. "Loss"; or
- e. Destruction.

D. Covered Autos Liability Coverage

1. Coverage

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

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

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

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2. Who Is An Insured

The following are "insureds" for covered "autos":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
 - (4) Your customers. However, if a customer of yours:
 - (a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
 - (b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

4. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
 - (a) Employment by the "insured"; or
 - (b) Performing the duties related to the conduct of the "insured's" business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of Covered Autos Liability Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. Fellow Employee

"Bodily injury" to:

- (1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above.

f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- (1) Property owned, rented or occupied by the "insured";
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

g. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

h. Pollution

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

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

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- (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs (2) and (3) above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

i. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

j. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

k. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

l. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

m. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

n. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, n.(2), does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

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o. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. War

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

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

q. Acts, Errors Or Omissions

"Bodily injury" or "property damage" arising out of "acts, errors or omissions".

5. Limit Of Insurance – Covered Autos Liability

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

E. Garagekeepers Coverage

1. Coverage

a. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations" under:

(1) Comprehensive Coverage

From any cause except:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft; or
- (c) Mischief or vandalism.

(3) Collision Coverage

Caused by:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.

b. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

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2. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

4. Exclusions

- a. This insurance does not apply to any of the following:

(1) Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

(2) Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

(3) Defective Parts

Defective parts or materials.

(4) Faulty Work

Faulty "work you performed".

- b. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

(2) Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

(3) Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

(4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) War, including undeclared or civil war;

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

5. Limit Of Insurance And Deductibles

a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

- (1) Collision; or
- (2) With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (a) Theft or mischief or vandalism; or
 - (b) All perils.

b. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- (1) Theft or mischief or vandalism; or
- (2) All perils.

c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

F. Physical Damage Coverage

1. Coverage

a. We will pay for "loss" to a covered "auto" or its equipment under:

(1) Comprehensive Coverage

From any cause except:

- (a) The covered "auto's" collision with another object; or
- (b) The covered "auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

(3) Collision Coverage

Caused by:

- (a) The covered "auto's" collision with another object; or
- (b) The covered "auto's" overturn.

b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- (1) Glass breakage;
- (2) "Loss" caused by hitting a bird or animal; and
- (3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

2. Coverage Extension – Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

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However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

3. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

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

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

- (1) Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.
- (2) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
- (3) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

(5) Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

(6) Any accessories used with the electronic equipment described in Paragraph (5) above.

Exclusions b.(5) and b.(6) do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (a) Permanently installed in or upon the covered "auto";
- (b) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (c) An integral part of the same unit housing any electrical equipment described in Paragraphs (a) and (b) above; or
- (d) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

c. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- (1) Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- (2) Your acquiring an "auto" from a seller who did not have legal title.

d. We will not pay for:

- (1) Your expected profit, including loss of market value or resale value.
- (2) "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- (3) Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- (4) Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

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e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

f. Other Exclusions

We will not pay for "loss" due and confined to:

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

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Limits Of Insurance

a. The most we will pay for:

(1) "Loss" to any one covered "auto" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of "loss"; or
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (a) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (b) Removable from a permanently installed housing unit as described in Paragraph (2)(a) above; or
- (c) An integral part of such equipment as described in Paragraphs (2)(a) and (2)(b) above.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

d. The following provisions also apply:

(1) Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

(2) Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Declarations for the applicable location.

(3) Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

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5. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations, provided that:

- a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
- b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.

SECTION II – GENERAL LIABILITY COVERAGES

A. Bodily Injury And Property Damage Liability

1. Coverage

- a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident", and resulting from your "auto dealer operations" other than the ownership, maintenance or use of "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- (1) The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
- (2) Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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2. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

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

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
 - (a) Employment by the "insured"; or
 - (b) Performing the duties related to the conduct of the "insured's" business;
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- (3) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (4) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (3)(a), (b) or (c) above are directed.

This exclusion applies:

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

Paragraphs (1) and (2) of this exclusion do not apply to liability assumed by the "insured" under an "insured contract".

e. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

Paragraphs (1), (2) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph F. Limits Of Insurance – General Liability Coverages.

This exclusion does not apply to liability assumed under a sidetrack agreement.

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f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
 - (b) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
 - (i) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or
 - (ii) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
 - (d) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs (1)(a) and (1)(c)(ii) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph (1)(a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph (1)(c)(ii) does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

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

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

g. Aircraft, Auto Or Watercraft

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

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

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This exclusion does not apply to:

- (1) A watercraft while ashore on premises where you conduct "auto dealer operations";
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

h. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

i. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

j. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, j.(2), does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

k. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. War

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

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- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. Personal And Advertising Injury

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

o. Liquor Liability

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

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

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

Exclusions c. through o. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph F. Limits Of Insurance – General Liability Coverages.

B. Personal And Advertising Injury Liability

1. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" to which this insurance applies, caused by an offense arising out of your "auto dealer operations", but only if the offense was committed in the coverage territory during the policy period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
- b. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or Paragraph B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

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d. Criminal Acts

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

e. Contractual

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Electronic Chat Rooms Or Bulletin Boards

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

k. Unauthorized Use Of Another's Name Or Product

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

l. Pollution

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

m. Pollution-related

Any loss, cost or expense arising out of any:

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

n. War

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

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

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

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

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

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

p. Employment-related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above are directed.

This exclusion applies:

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

q. Acts, Errors Or Omissions

"Personal and advertising injury" arising out of "acts, errors or omissions".

C. Locations And Operations Medical Payments

1. Coverage

- a. We will pay medical expenses as described below to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from your "auto dealer operations".
- b. We will pay only those expenses incurred for services rendered within one year from the date of the "accident".
- c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an "accident";
 - (2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

This insurance does not apply to "bodily injury":

a. Workers' Compensation

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

b. Insured

To any "insured".

c. Hired Person

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

d. Injury On Normally Occupied Premises

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

e. Athletic Activities

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

f. Injury Away From Auto Dealer Locations

Sustained by a person away from locations owned, maintained or used for your "auto dealer operations".

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g. Bodily Injury And Property Damage Liability

Excluded under Paragraph A. Bodily Injury And Property Damage Liability.

D. Who Is An Insured

The following are "insureds" for General Liability Coverages:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations". However, no "employee" is an "insured" for:
 - a. "Bodily injury" or "personal and advertising injury":
 - (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";
 - (2) To the spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.

b. "Property damage" to property:

- (1) Owned, occupied or used by;
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership), or any member (if you are a limited liability company).

6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the "auto" dealership.

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

E. Supplementary Payments

With respect to coverage provided under Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability Coverages, we will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

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5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

F. Limits Of Insurance – General Liability Coverages

1. Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the:
 - a. General Liability Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:
 - (1) Damages under Paragraph A. Bodily Injury And Property Damage Liability, except damages because of "bodily injury" and "property damage" that are both:
 - (a) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
 - (b) Arising out of your "products" or "work you performed";
 - (2) Damages under Paragraph B. Personal And Advertising Injury Liability; and
 - (3) Medical expenses under Paragraph C. Locations And Operations Medical Payments.
 - b. The Products And Work You Performed Aggregate Liability Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for "bodily injury" and "property damage" that are both:
 - (1) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
 - (2) Arising out of your "products" or "work you performed".
2. Subject to Paragraph 1.a. above, the Personal And Advertising Injury Liability Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under Paragraph B. Personal And Advertising Injury Liability.

3. Subject to Paragraph 1.a. above, the Locations And Operations Medical Payments Limit is the most we will pay for all medical expenses because of "bodily injury" for each person injured in any one "accident" under Paragraph C. Locations And Operations Medical Payments.

4. Subject to Paragraph 1.a. or 1.b. above, whichever applies, the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit shown in the Declarations is the most we will pay for the sum of all damages under Paragraph A. Bodily Injury And Property Damage Liability resulting from any one "accident".

Damages payable under any applicable Limits of Insurance for General Liability Coverages are not payable under Section I – Covered Autos Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

5. Subject to Paragraph 4. above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
6. The Aggregate Limits of Insurance for General Liability Coverages apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance – General Liability Coverages.
7. We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES

A. Coverage

We will pay all sums that an "insured" legally must pay as damages because of any "act, error or omission" of the "insured" to which this insurance applies and arising out of the conduct of your "auto dealer operations", but only if the "act, error or omission" is committed in the coverage territory during the policy period.

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We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, error or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

1. The amount we will pay for damages is limited as described in Paragraph E. Limits Of Insurance And Deductible; and
2. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

B. Exclusions

This insurance does not apply to:

1. Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts

Damages arising out of any criminal, fraudulent, malicious, dishonest or intentional "act, error or omission" by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

- a. Personally commit;
- b. Personally participate in;
- c. Personally acquiesce to; or
- d. Remain passive after having knowledge of; any such "act, error or omission".

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

"Bodily injury", "property damage" or "personal and advertising injury".

3. Profit Gain

Damages based upon, attributable to or arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not entitled.

4. Contractual

Liability for which the "insured" has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

5. Noncompensatory Damages

Criminal fines or penalties imposed by law or regulation, punitive or exemplary damages or demands for injunctive or equitable relief.

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

Damages arising out of the failure of goods, products or services to conform with any statement of quality or performance.

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

Damages arising directly or indirectly out of any "act, error or omission" that violates or is alleged to violate:

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

8. Discrimination

Damages arising directly or indirectly out of any "act, error or omission" that violates a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

9. Bankruptcy Or Insolvency

Damages arising out of the:

- a. Bankruptcy;
- b. Financial inability to pay;
- c. Insolvency;
- d. Liquidation; or
- e. Receivership;

of any insurance company, reinsurer or other risk-assuming entity in which the "insured" has placed or obtained insurance for a customer.

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However, this exclusion does not apply if the insurance company, reinsurer or other risk-assuming entity was rated "B+" or higher by A. M. Best Company, Inc. at the time the insurance was placed or obtained.

C. Who Is An Insured

The following are "insureds" for "acts, errors or omissions":

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "acts, errors or omissions" that were committed before you acquired or formed the "auto" dealership.

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

D. Supplementary Payments

With respect to "Acts, Errors Or Omissions" Liability Coverage, we will pay for the "insured":

1. All expenses we incur.

2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

E. Limit Of Insurance And Deductible

1. Regardless of the number of:
 - a. "Insureds";
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. "Acts, errors or omissions",the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "acts, errors or omissions" under Section III.
2. Damages payable under the Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage are not payable under any applicable Limits of Insurance under Section I – Covered Autos Coverages or Section II – General Liability Coverages.
3. Our obligation to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage. The Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage will not be reduced by the amount of this deductible.

To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

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4. The "Acts, Errors Or Omissions" Liability Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the "Acts, Errors Or Omissions" Liability Aggregate Limit.

SECTION IV – CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:
 - (1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;
 - (2) What the "act, error or omission" was;
 - (3) The "insured's" name and address;
 - (4) To the extent possible, the names and addresses of:

- (a) Any injured persons and witnesses; or
 - (b) Anyone who may suffer damages as a result of an "act, error or omission".
- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an "act, error or omission" to which this insurance may also apply.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

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- b. Under any liability coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

This condition does not apply to damages under Paragraph C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. For General Liability and "Acts, Errors Or Omissions" Liability Coverages, this insurance is primary except when e. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in f. below.

e. This Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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- (2) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (3) If the "loss" arises out of the maintenance or use of aircraft or watercraft to the extent not subject to Exclusion g. of Paragraph A. Bodily Injury And Property Damage Liability of Section II – General Liability Coverages;
 - (4) That is specifically written to apply as primary insurance for liability arising out of your "acts, errors or omissions".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring;
- b. "Personal and advertising injury" offenses and "acts, errors or omissions" committed; and
- c. "Covered pollution cost or expense" arising out of "accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the United States of America, its territories or possessions, Puerto Rico or Canada while the "insured" is temporarily outside of one of those places;
 - (c) The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication; or
 - (d) The "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada;

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

However, the coverage territory described in Paragraph (5) above does not apply to "work you performed".

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada.

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8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Act, error or omission" means any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" arising:
 - 1. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations", including, but not limited to, the Truth In Lending and Consumer Leasing Acts;
 - 2. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations";
 - 3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction; and
 - 4. Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations".

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

- 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- 2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

D. "Auto" means a land motor vehicle, "trailer" or semitrailer.

E. "Auto dealer operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership.

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

G. "Covered pollution cost or expense" means any cost or expense arising out of:

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

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

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- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- H. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.
- I. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- J. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

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

- 1. It incorporates your "product" or "work you performed" that is known or thought to be defective, deficient, inadequate or dangerous; or
- 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of your "product" or "work you performed" or your fulfilling the terms of the contract or agreement.

M. "Insured" means any person or organization qualifying as an insured in the Who Is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

N. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your "auto" dealership (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. An elevator maintenance agreement; or
- 7. That part of any contract or agreement entered into, as part of your "auto" dealership, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

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An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
 - b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
 - c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver.
 - d. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
 - e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- O.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- P.** "Loading or unloading" means the handling of property:
- 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - 2. While it is in or on an aircraft, watercraft or "auto"; or
 - 3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- Q.** "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- R.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- 1. False arrest, detention or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - 6. The use of another's advertising idea in your "advertisement"; or
 - 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- S.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- T.** "Products" includes:
- 1. The goods or products made or sold in an "auto" dealership by:
 - a. You; or
 - b. An "auto" dealership you have acquired; and
 - 2. The providing of or failure to provide warnings or instructions.
- U.** "Property damage" means damage to or loss of use of tangible property.
- V.** "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury", "property damage", "personal and advertising injury" or "acts, errors or omissions"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are claimed.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

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

X. "Trailer" includes semitrailer.

Y. "Work you performed" includes:

1. Work that someone performed on your behalf; and
2. The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED MEXICO COVERAGE

This endorsement modifies insurance provided under the following:

- ~~AUTO DEALERS COVERAGE FORM~~
- ~~BUSINESS AUTO COVERAGE FORM~~
- ~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
- ~~GARAGE COVERAGE FORM~~
- ~~MOTOR CARRIER COVERAGE FORM~~
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

SCHEDULE

Mexico Coverage	\$	Premium
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. The **Other Insurance** Condition in the Business Auto ~~, Business Auto Physical Damage and Garage~~ Auto Dealers Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the ~~Truckers and Motor Carrier Coverage Forms~~ are ~~is~~ replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

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B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the eCoverage fForm apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:-

A. Changes In Covered Autos Liability Coverage

1. The Covered Autos Liability Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina law as follows:
 - a. \$30,000 for "bodily injury" to any one person caused by any one "accident";
 - b. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$25,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

2. If the policy provides Covered Autos Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
 - a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - b. The temporary substitute must be owned by someone other than you or a member of your household.
 - c. The temporary substitute must be with the permission of the owner.
 - d. The Covered Autos Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph A.3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles in the Business Auto and Motor Carrier Coverage Forms and Paragraph F.1.b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles in the Auto Dealers Coverage Form isare replaced by the following:

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by the covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes In Uninsured Motorists Coverage

The Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina Law as follows:

1. \$30,000 for "bodily injury" to any one person caused by any one "accident";
2. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$25,000 for "property damage" caused by any one "accident".

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This provision will not change the total Limit of Insurance.

D. Changes In Auto Medical Payments Coverage

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.5. of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the Limit of Insurance.

F. Changes In Conditions

1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

- a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:
 - (1) Expiration of the policy term; or
 - (2) Anniversary date;stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

- (b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk.
- (e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.
- (f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
- (h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

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We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days' notice at the last address known to us:

- (1) Nonpayment of premium.
- (2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
- (3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
- (4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

2. To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

4a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1)a. Expiration of the policy if it has been written for one year or less; or
- (2)b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.

2b. We need not mail or deliver the notice of nonrenewal if you have:

- (1)a. Insured property covered under this policy under any other insurance policy;
- (2)b. Accepted replacement coverage; or
- (3)c. Requested or agreed to nonrenewal of this policy.

3c. If notice is mailed, proof of mailing will be sufficient proof of notice.

4d. The written notice of cancellation or nonrenewal will:

- (1)a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- (2)b. State the reason or reasons for cancellation or nonrenewal.

3. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

- 4a. Nonpayment of premium.
- 2b. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
- 3c. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".
- 4d. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
- 5g. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

14. Common Policy Condition **B. Changes** is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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J5. Loss Condition 1. Appraisal For Physical Damage Loss is replaced by the following:

1. Appraisal For Physical Damage Loss

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

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

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

K6. The following is added to Loss Conditions:

Appraisal For Property Damage

In the event of an "accident":

1. If the claimant and we fail to agree as to the difference in fair market value of the motor vehicle immediately before and immediately after the "accident" and the difference in the claimant's and our estimate of the diminution in fair market value of the vehicle is greater than ~~two thousand dollars~~ (\$2,000) or ~~twenty five percent (25%)~~ of the fair market retail value of the vehicle prior to the "accident" as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; and
2. Liability for Coverage for the liability-claim is not in dispute;

then on the written demand of either the claimant or us, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days after the demand.

Should the appraisers fail to agree, they shall then select a competent and disinterested appraiser to serve as an umpire. If the appraisers cannot agree upon an umpire within 15 days, either the claimant or we may request that a magistrate resident in the county where the insured motor vehicle is registered or the county where the "accident" occurred select the umpire.

The umpire then shall prepare a report determining the amount of "property damage" and shall file the report with us and the claimant.

The claimant or we shall have 15 days from the filing of the report to reject the report and notify the other party of such rejection. If the report is not rejected within 15 days from the filing of the report, the report shall be binding upon both the claimant and us.

Each appraiser shall be paid by the party selecting the appraiser, and the expenses of appraisal and umpire shall be paid by the parties equally.

If either party elects to have an appraisal to determine the amount of "property damage", then the amount of "property damage" cannot be decided through arbitration.

~~L7. Changes In General Conditions~~

Paragraph 2. of the **Concealment, Misrepresentation Or Fraud General Conditions** is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 02 38 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REINSTATEMENT OF INSURANCE

This endorsement modifies insurance provided under the following:

- ~~AUTO DEALERS COVERAGE FORM~~
- ~~BUSINESS AUTO COVERAGE FORM~~
- ~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
- ~~GARAGE COVERAGE FORM~~
- ~~MOTOR CARRIER COVERAGE FORM~~
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverage (Check all that apply.)	All-Covered "Autos"	All-Covered "Autos" You Own	Covered "Autos" Listed Below
Liability			
Auto Medical Payments			
Uninsured Motorists			
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)			
Collision			
Other Coverage:			
Other Coverage:			
Covered Autos:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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<u>Coverage</u> (Check all that apply.)	<u>All Covered</u> <u>"Autos"</u>	<u>All Covered</u> <u>"Autos" You Own</u>	<u>Covered "Autos"</u> <u>Listed Below</u>
<u>Covered Autos Liability</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Auto Medical Payments</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Uninsured Motorists</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Underinsured Motorists</u> (Indicate only when coverage is not included in Uninsured Motorists Coverage.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Collision</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Auto Coverage:</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Auto Coverage:</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Covered Autos:</u>			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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The coverages and "autos" indicated in the Schedule of this endorsement which you have previously suspended are reinstated as of the effective date of this endorsement.

POLICY NUMBER:

COMMERCIAL AUTO
CA 02 40 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUSPENSION OF INSURANCE

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
~~GARAGE COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:

Endorsement Effective Date:

Reinstatement Effective Date (optional):

SCHEDULE

Coverage (Check all that apply.)	All Covered "Autos"	All Covered "Autos" You Own	Covered "Autos" Listed Below
Liability			
Auto Medical Payments			
Uninsured Motorists			
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)			
Collision			
Other Coverage:			
Other Coverage:			
Covered Autos:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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<u>Coverage</u> (Check all that apply.)	<u>All Covered</u> <u>"Autos"</u>	<u>All Covered</u> <u>"Autos" You Own</u>	<u>Covered "Autos"</u> <u>Listed Below</u>
<u>Covered Autos Liability</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Auto Medical Payments</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Uninsured Motorists</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Underinsured Motorists</u> (Indicate only when coverage is not included in Uninsured Motorists Coverage.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Collision</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Auto Coverage:</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Auto Coverage:</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Covered Autos:</u>			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- A. Except for maintaining or testing covered "autos" on your property, the coverages and "autos" indicated in this endorsement are suspended as of the Endorsement Effective Date indicated in the Schedule.
- B. If you suspended coverage for at least 30 consecutive days, you will be entitled to a refund of premium.

- C. The coverages indicated in the Schedule will remain suspended until the Reinstatement Effective Date if provided in the Schedule, or, if no date is provided, the end of the policy period.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 03 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- | AUTO DEALERS COVERAGE FORM
- | BUSINESS AUTO COVERAGE FORM
- | GARAGE COVERAGE FORM
- | MOTOR CARRIER COVERAGE FORM
- | TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Covered Autos Liability Coverage and Paragraph A. Bodily Injury And Property Damage Liability of Section II – General Liability Coverages in the Auto Dealers Coverage Form are is subject to one of the following two deductibles shown below:

Liability Deductible:	\$	Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Coverage Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under ~~Liability Coverage~~ for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

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C. Our Right To Reimbursement

To settle any claim or "suit", we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 03 02 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- | ~~AUTO DEALERS COVERAGE FORM~~
- | ~~BUSINESS AUTO COVERAGE FORM~~
- | ~~GARAGE COVERAGE FORM~~
- | ~~MOTOR CARRIER COVERAGE FORM~~
- | ~~TRUCKERS COVERAGE FORM~~

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With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

V

SCHEDULE

Covered Autos Liability Coverage and Paragraph A. Bodily Injury And Property Damage Liability of Section II – General Liability Coverages in the Auto Dealers Coverage Form are is subject to one of the following two deductibles shown below:

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Liability Deductible:	\$	Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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Liability Coverage is changed as follows:

A. Liability Coverage Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under ~~Liability Coverage~~ will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Coverage Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under ~~Liability Coverage~~ for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

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C. Our Right To Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under ~~Section II—~~
Covered Autos Liability Coverage:

- A. The United States of America or any of its agencies.
- B. Any United States Government "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
 - 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and

- 2. The Federal Tort Claims Act requires the U.S. Attorney General to defend the "employee" in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 45 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLF CARTS AND LOW-SPEED VEHICLES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
<u>Covered Autos</u> Liability		\$ Each "Accident"	\$
Auto Medical Payments		\$ Each Person	\$
Personal Injury Protection Or Equivalent No-fault Coverage		Separately Stated In Each P.I.P. Endorsement	\$
Uninsured Motorists		\$ Each "Accident"	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$ Each "Accident"	\$

Vehicle No.	Description Of Vehicles That Are Covered "Autos"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" in the Schedule.

B. The vehicles described in the Schedule will be considered covered "autos".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

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SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

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2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 05 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE-AWAY CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Description of <u>Of</u> Registration Plates:			
Coverages	Limit	Rating Bases	Premium
<u>Covered Autos Liability</u>	\$	Number Of Plates:	\$
Comprehensive	Stated In Item Four Of The Declarations	Estimated Annual Gross Receipts:	\$
Collision			\$
Specified Causes Of Loss			\$
Total Premium			\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. This endorsement provides only those coverages where a premium is shown in the Schedule.

B. Any "auto" you don't do not own while driven with the plates described in the Schedule is a covered "auto", but only while the "auto" is driven by or for you from its distribution point to its destination.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 06 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVING SCHOOLS – NON-OWNED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Number Of Driving Instructors	Number Of Owned Autos Used For Driver Training	Coverages	Premiums
		Covered Autos Liability	\$
		Auto Medical Payments	\$
Total Premium:			\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- A. This endorsement provides only those coverages where a premium is shown in the Schedule.
- B. Any "auto" you don't own while used for driver training is a covered "auto".
- C. For these covered "autos", **Who Is An Insured** is changed to include only:
 - 1. You.
 - 2. Any driving instructors.
 - 3. Any student driver while being instructed by you or an instructor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES LIMITED EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
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SCHEDULE

Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Covered Autos Liability Coverage is changed by adding the following:

1. This insurance does not apply to "bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.
2. The exclusion in Paragraph 1. does not apply to "bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 09 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – CONTINGENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Limit Of Insurance: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Limit of Insurance

\$

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

A. Covered Autos Liability Coverage and any required no-fault insurance provided by the policy for a covered "auto" that is a "leased auto" applies apply subject to the following provisions:

1. a. The lessee or rentee has furnished you with:

- a. a ~~A~~ certificate of insurance;
- b. a ~~A~~ copy of the policy; or
- c. a ~~A~~ copy of the endorsement making you an additional insured on the lessee's or rentee's policy;

as required by the leasing or rental agreement; and

b2. At the time of an "accident", the insurance required by the leasing agreement is not collectible.

23. For you, your "employees" or agents, the Limit of Insurance provided by this endorsement is the lesser of:

- a. The limits of liability required by the leasing agreement; or
- b. The amount shown in the Schedule.

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34. For the lessee or rentee, any "employee" or agent of the lessee or rentee or any person, except you or your "employees" or agents, operating the "leased auto" with the permission of any of these, the Limit of Insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.

45. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply in excess of this policy.

B. If the lessee's or rentee's policy is cancelled, the insurance provided by this endorsement ends the earlier of the following dates:

1. The date you regain custody of the "leased auto"; or
2. 30 days after the effective date of cancellation.

C. Additional Definition

The following is added to the **Definitions** Section:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – EXCLUSION OF CERTAIN LEASED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Covered Autos Liability Coverage** and any required no-fault insurance provided by the policy for a covered "auto" which is a "leased auto" does not apply with respect to "bodily injury" or "property damage" resulting from the acts or omissions by:

1. The lessee or rentee;
2. Any of the lessee's or rentee's "employees" or agents; or
3. Any person except you or your "employees" or agents operating a "leased auto" with the permission of any of the above.

However, with respect to any "leased auto", if the lessee's or rentee's policy is cancelled, this exclusion will no longer apply to you or your "employees" or agents 30 days after the date of such cancellation.

B. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEASING OR RENTAL CONCERNS –
RENT-IT-THERE/LEAVE-IT-HERE AUTOS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Covered Autos Liability Coverage** is changed by adding the following exclusion:
 This insurance does not apply to:
 The owner or rentee of a "rent-it-there/leave-it-here auto" not owned by you.

B. **Additional Definition**
 As used in this endorsement:
 "Rent-it-there/leave-it-here auto" means an "auto" a rentee rents from someone other than you and leaves with you.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 13 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – SCHEDULE OF LIMITS FOR OWNED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Named Insured:	
Designation of "Autos"	
"Autos" Leased Or Rented Under A Lease Or Rental Agreement That Requires The Lessee Or Rentee To Provide Direct Primary Insurance	Limit Of Insurance Per "Accident"
Private Passenger "Autos"	\$
Commercial "Autos"	\$
Other	\$
"Autos" Leased Or Rented Under A Lease Or Rental Agreement That Does Not Require The Lessee Or Rentee To Provide Direct Primary Insurance	Limit Of Insurance Per "Accident"
Private Passenger "Autos"	\$
Commercial "Autos"	\$
Other	\$
"Autos" Owned By You And Not Subject To A Leasing Or Rental Agreement	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 14 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – SECOND LEVEL COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Limit Of Insurance

\$

Each "Accident"

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

The Limit of Insurance shown in the Schedule replaces the limit of insurance shown elsewhere in the policy or in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, subject to the following provisions:

1. For the difference between the Limit of Insurance shown in the Schedule and the limit of insurance shown in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, **Who Is An Insured** applies except that none of the following is an "insured":

- a. The lessee or rentee;
- b. Any "employee" or agent of the lessee or rentee; and

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- c. Any person operating an "auto" with the permission of any of the above.
- 2. For the difference between the limit of insurance shown in the Schedule and the limit of insurance shown elsewhere in the policy, **Who Is An Insured** applies except that none of the following is an "insured":
 - a. Any lessee or rentee not described in Paragraph 1. above;
 - b. Any "employee" or agent of the lessee or rentee; and
 - c. Any person operating an "auto" with the permission of any of the above.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 15 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- ~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
- MOTOR CARRIER COVERAGE FORM
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>	
<u>Endorsement Effective Date:</u>	

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Coverages	Covered "Auto" Vehicle Numbers	Limit Of Insurance	Premium
<u>Covered Autos Liability</u>		\$ Each "Accident"	\$
Auto Medical Payments		\$ Each Person	\$
Personal Injury Protection or Equivalent No-Fault Coverage		Separately Stated in Each P.I.P. Endorsement	\$
Uninsured Motorists		\$ Each "Accident"	\$
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)		\$ Each "Accident"	\$

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Comprehensive		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING <u>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</u> \$ Deductible <u>For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning</u>	\$
Collision		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO <u>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</u> \$ Deductible <u>For Each Covered Auto</u>	\$
Specified Causes of Loss		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM <u>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</u> \$ Deductible <u>For Each Covered Auto For Loss Caused By Mischief Or Vandalism</u>	\$

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Vehicle No.	Description Of Vehicles That Are Covered "Autos"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. The vehicles described in the Schedule will be considered covered "autos" and not "mobile equipment".

C. Covered Autos Liability Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" resulting from the operation of any machinery or equipment that is on, attached to or part of any of these vehicles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES NOT COVERED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage ~~LIABILITY~~
~~COVERAGE~~ is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

2. "Bodily injury" resulting from food or drink furnished with these services.

3. "Bodily injury" or "property damage" resulting from the handling of corpses.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 19 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPOSSESSED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS-AUTO-PHYSICAL-DAMAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Covered Autos Liability Coverage	
Limit	Premium
\$	\$
Minimum Premium	\$

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Physical Damage Coverage		
Location Number: 1		
Coverages	Limit Of Insurance For Each Location	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Fire	\$	\$
Fire And Theft	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	
Limited Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	

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Location Number: 2		
Coverages	Limit Of Insurance For Each Location	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Fire	\$	\$
Fire And Theft	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	
Limited Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	

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<u>All Locations</u>	Collision	\$	Limit Of Insurance	\$
		\$	Deductible For Each Covered Auto	
Total Premium				\$

Locations Where You Store Repossessed Autos	
Location Number	Address (State your main business location as location Number 1.)
1	
2	

Limit Of Insurance For Unlisted Locations: \$

Premium Basis – Reporting (Quarterly or Monthly) Or Nonreporting (Indicate below with an "X" which Reporting Basis is selected.)	
<input type="checkbox"/>	<p>Reporting Basis (Quarterly or Monthly as indicated below)</p> <p>You must report to us on our form the location of the "autos" you repossess and their total value at each such location. For your main location identified as Location Number 1, you must include the total value of all "autos" you repossess and "autos" you repossess that are temporarily stored at locations other than those stated in the Schedule.</p>
Your reporting basis is:	
<input type="checkbox"/>	<p>Quarterly</p> <p>You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports contain the value for the last business day of every third month coming within the policy period.</p>
<input type="checkbox"/>	<p>Monthly</p> <p>You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month.</p>
<p>Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year, we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums will be credited against the final premium due.</p>	
<input type="checkbox"/>	<p>Nonreporting Basis</p> <p>Stated Limit Of Insurance shown in the Schedule applies. (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p>
<p><u>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</u></p>	

- A. This endorsement provides only those coverages where a premium or Limit of Insurance is shown.
- B. The **Covered Autos Liability** and **Physical Damage Coverage** sections are amended as follows:
1. Any "auto" you repossess is a covered "auto", but only while:
 - a. Being repossessed by you;
 - b. Held by you at locations listed in the Schedule for sale after repossession; or
 - c. Pending delivery after sale.
 2. The following exclusion is added:
This insurance does not apply to:
Any "auto" while used for other business or personal purposes.
 - C. The Who Is An Insured provision under **Covered Autos Liability** Coverage does not include anyone from whom an "auto" has been repossessed.

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D. The following is added to the **Limit Of Insurance** provision of the **Physical Damage Coverage** section:

1. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Schedule for that location.

2. Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Schedule for the applicable location.

3. Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Schedule, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 21 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOWMOBILES

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
~~GARAGE COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Coverages	Vehicle No.	Limit Of Insurance	Premium
<u>Covered Autos Liability</u>		\$ Each "Accident"	\$
<u>Auto Medical Payments</u>		\$ Each Person	\$
<u>Uninsured Motorists</u>		\$ Each "Accident"	\$
<u>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</u>		\$ Each "Accident"	\$
<u>Other (Nonphysical Damage) Auto Coverage:</u>		\$	\$
Total Premium			\$

Indicate below with an "X" which, if any, exclusion is deleted:

- Exclusion 1.
 Exclusion 2.
 Exclusion 3.

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Vehicle No.	Description Of "Snowmobiles" Which Are Covered "Autos"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations. Each of these coverages applies only to the "snowmobiles" shown as covered "autos".
- B.** The following exclusions are added:
For the vehicles shown in the Schedule, this insurance does not apply to:
1. The covered "auto" while rented or leased to others by you.
 2. "Bodily injury", under Covered Autos Liability Coverage-, to anyone "occupying" or towed by the covered "auto".
 3. "Loss", under Physical Damage Coverage, to the covered "auto" resulting from breaking through ice.
- C.** Exclusion 1., 2. or 3. above may be deleted by indicating with an "X" in the above Schedule. Refer to the Schedule or to the Declarations.

D. The premium stated in the Schedule or in the Declarations applies for the period of coverage and will not be refunded if you cancel this insurance.

E. Additional Definitions

As used in this endorsement:

"Occupying" means in, upon, getting in, on, out or off.

"Snowmobile" means a land motor vehicle which is:

1. Designed for use on ice and snow, and mainly off public roads; and
2. Propelled only by mechanical means other than airplane-type propellers or fans.

"Snowmobile" also includes a trailer designed to be towed by a vehicle described above.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 27 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REGISTRATION PLATES NOT ISSUED FOR A SPECIFIC AUTO

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~GARAGE COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Coverages	Description Of Plates	Limit Of Insurance	Premium
<u>Covered Autos Liability</u>		\$	\$
Personal Injury Protection		\$	\$
"Auto" Medical Payments		\$	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (Indicate only when coverage is not included in Uninsured Motorists Coverage.)		\$	\$
Total Premium			\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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

A. This endorsement provides only those coverages where a premium is shown in the Schedule.

B. Any "auto" while used with plates described in the Schedule is a covered "auto".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY SERVICES – VOLUNTEER FIREFIGHTERS' AND WORKERS' INJURIES EXCLUDED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is engaged in volunteer firefighting, rescue squad or ambulance corps operations.

2. "Bodily injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- ~~AUTO DEALERS COVERAGE FORM~~
- ~~BUSINESS AUTO COVERAGE FORM~~
- ~~GARAGE COVERAGE FORM~~
- ~~MOTOR CARRIER COVERAGE FORM~~
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for under the Covered Autos Liability Coverage under the Who Is An Insured Pprovision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Name of Person(s) or Organization(s):

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

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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Ppvision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos CoveragesSection II of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that ~~an~~ "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Any covered "auto" hired or rented by your "employee" under a contract in that ~~an~~ individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, ~~Business Auto Physical Damage and Garage~~ Auto Dealers Coverage Forms, ~~Paragraph 5.d. of the Other Insurance - Primary And Excess Insurance Provisions~~ Condition in the ~~Truckers Coverage Form~~ and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~GARAGE COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Fellow Employee** Exclusion contained under the
~~in Section II — Covered Autos Liability Coverage~~
does not apply.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 56 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE FOR DESIGNATED EMPLOYEES/POSITIONS

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>	
<u>Endorsement Effective Date:</u>	

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<u>Name Of Person(s), Job Title(s) Or Position(s):</u>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<u>Name of Person(s), Job Title(s) or Position(s):</u>

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

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The **Fellow Employee** Exclusion contained under
~~the~~ Section II – Covered Autos Liability Coverage
does not apply to the "employee(s)", job title(s) or
position(s) named or listed in the Schedule.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Scheduled Railroad	Designated Job Site

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or garaged in, or "auto dealer garage operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

- ~~AUTO DEALERS COVERAGE FORM~~
- ~~BUSINESS AUTO COVERAGE FORM~~
- ~~GARAGE COVERAGE FORM~~
- ~~MOTOR CARRIER COVERAGE FORM~~
- ~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the eCoverage fForm apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

If an "X" is entered in this box, Paragraph b. of the definition of "uninsured motor vehicle" does not apply.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of:

- a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident"; and
- b. An "uninsured motor vehicle", as defined in Paragraphs a. and c. of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:

- a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:

(1) Have been given prompt written notice of such tentative settlement; and

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- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- 3. Any judgment for damages arising out of a "suit" brought without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to:

- 1. Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

- 3. The direct or indirect benefit of any insurer of property.
- 4. An "auto" or property contained in the "auto" other than a covered "auto".
- 5. The first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. Punitive or exemplary damages.
- 8. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this ~~e~~Coverage ~~f~~Form and any Liability Coverage ~~F~~form or Medical Payments Coverage ~~E~~endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law exclusive of non-occupational disability benefits.

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E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the ~~Truckers and Motor Carrier Coverage Forms~~ are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all ~~e~~Coverage ~~f~~Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any ~~e~~Coverage ~~f~~Form or policy providing coverage on either a primary or excess basis.

- b. Any insurance we provide with respect to a vehicle:

- (1) The Named Insured does not own; or
- (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this ~~e~~Coverage ~~f~~Form;

shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this ~~e~~Coverage ~~f~~Form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form ~~are~~ is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved.

- b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist.

- c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph b. of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:

- (1) Notice of such intent; and
- (2) The opportunity to participate, at our expense, in the prosecution of such claim.

- d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed as follows:

- a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

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However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs F.4.a., c. and d. of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

b. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" if we:

- (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"; and
- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and
- (2) We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

If the "insured" elects arbitration to determine the amount of "property damage", then the Appraisal For Property Damage Condition does not apply.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act.
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act, but their limits are either:
 - (1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident";
 - (2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or

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- (3) Reduced by payments to others injured in the "accident" to an amount which is less than the Limit of Insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" unless the limit of Uninsured Motorists Coverage shown in the Declarations or Schedule is greater than the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations of this policy.

- c. For which the insuring or bonding company denies coverage or is or becomes insolvent.
- d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by:
 - (1) The United States of America;
 - (2) Canada;
 - (3) A state; or
 - (4) An agency, except vehicles owned by political subdivisions of (1), (2) or (3) above.
- c. Designed for use mainly off public roads while not on public roads.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPLOSIVES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage ~~LIABILITY~~
~~COVERAGE~~ is changed by adding the following
exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" caused by the
explosion of explosives you make, sell or transport.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 03 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTI-PURPOSE EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective

Named Insured

Countersigned By

(Authorized Representative)

SCHEDULE

Description of Vehicles:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Description of Vehicles:

-
-
-
-

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

Under **Covered Autos Liability Coverage**, LIABILITY COVERAGE the vehicles described in the Schedule are "mobile equipment" and not "autos".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROLLING STORES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

~~Covered Autos Liability Coverage~~ LIABILITY
COVERAGE for a covered "auto" that is a rolling store is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WRONG DELIVERY OF LIQUID PRODUCTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Covered Autos Liability Coverage ~~LIABILITY COVERAGE~~ is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 08 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOTOR CARRIERTRUCKERS –
EXCESS COVERAGE FOR THE NAMED INSURED AND
NAMED LESSORS FOR LEASED AUTOS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective

Named Insured

Countersigned By

(Authorized Representative)

SCHEDULE

Name of Lessor:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. For a covered "auto" leased to you by the lessor named in the Schedule, Covered Autos Liability Coverage ~~LIABILITY COVERAGE~~ is excess over any other collectible insurance while:

1. The covered "auto" is leased to you in writing and in accordance with a written hold harmless agreement; and

2. The covered "auto" is used pursuant to operating rights granted to you by a public authority.

B. If the Coverage Form is written on a gross receipts basis, the term "gross receipts" in the Declarations is changed to include 15% of the amount to which you are entitled for transporting property by the "auto" leased to you by the lessor.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 09 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR CARRIERTRUCKERS – INSURANCE FOR NON-TRUCKING USE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

Endorsement Effective:

Countersigned By:

Named Insured:

(Authorized Representative)

SCHEDULE

Description Of Covered "Auto":

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Description of Covered "Auto":

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

Covered Autos Liability Coverage for a covered "auto" described in the Schedule is changed as follows:

1. The following exclusions are added:
This insurance does not apply to:

- a. A covered "auto" while used to carry property in any business.
 - b. A covered "auto" while used in the business of anyone to whom the "auto" is rented.
2. Who Is An Insured does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 12 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRUCKERS MOTOR CARRIERS – NAMED LESSEE AS
INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

<u>Name Of Lessee:</u>	<u>Address:</u>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

The Lessee named in the Schedule is an "insured" for the use of a covered "auto" you own or hire, subject to the following provisions:

1. ~~The~~ Covered "auto" must be used pursuant to operating rights granted to the lessee by a public authority.

2. The covered "auto" must be leased in writing and in accordance with a written hold harmless agreement between you and the lessee.

3. The Covered Autos Liability ~~Coverage~~ LIABILITY ~~COVERAGE~~ CONTRACTUAL Contractual Exclusion does not apply to the lease agreement between you and the lessee.

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4. Covered Autos Liability Coverage~~LIABILITY COVERAGE~~ is primary for the lessee.
5. If the Coverage Form is written on a gross receipts basis, the term "gross receipts" in the Declarations is changed to include the actual remuneration received from leasing the covered "autos" to the lessee.
6. If we cancel the policy or reduce the Covered Autos Liability Coverage ~~LIABILITY COVERAGE~~ Limit Of Insurance~~LIMIT OF INSURANCE~~, we will give the lessee 30 days' advance notice.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 17 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS – UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE – 1

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

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With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

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Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

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It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant", under Section F.4. of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

F.4. Indemnity

- a. Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless, and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied by law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, "suits", loss, damage or liability, for "bodily injury", death and/or "property damage", including reasonable attorney fees and costs incurred in the defense against a claim or "suit", or incurred because of the wrongful failure to defend against a claim or "suit", or in enforcing Section F.4. (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises.

b. Exceptions

The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, "employees", vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, "employees", vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

- 1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "X" unless a greater amount is otherwise stated in the policy as applicable to such "bodily injury" or "property damage".

<input type="checkbox"/>	Single Limit "Bodily Injury" And "Property Damage" (Or the Equivalent)
\$	Each "Accident"

- 2. The company shall:
 - a. Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
 - b. Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 24 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AGRICULTURAL PRODUCE TRAILERS – SEASONAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Description Of Covered "Trailers" Or Number Of "Trailers"	Produce Carried	Period Of Operations		Premium
		From	To	
				\$
				\$
				\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. Covered Autos Liability Coverage and, if applicable, **Auto Medical Payments Coverage, Uninsured Motorists Coverage and Personal Injury Protection Coverage** apply to "trailers" with a load capacity exceeding 2,000 pounds used to transport agricultural produce during the period of operation, as shown in the Schedule.

B. The following exclusion is added to Covered Autos Liability Coverage and, if applicable, **Auto Medical Payments Coverage, Uninsured Motorists Coverage and Personal Injury Protection Coverage** for a covered "trailer" used to transport agricultural produce:

The insurance afforded by this endorsement does not apply to a "trailer" used to transport livestock or used in any occupation other than farming or ranching.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO LEASED WORKERS

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM~~
~~BUSINESS AUTO COVERAGE FORM~~
~~GARAGE COVERAGE FORM~~
~~MOTOR CARRIER COVERAGE FORM~~
~~TRUCKERS COVERAGE FORM~~

With respect to the **Employee Indemnification And Employer's Liability** ~~Exclusion (SECTION II)~~ only, the definition of "employee" in the **Definitions** ~~Section~~ is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 30 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR CARRIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

For those covered "autos" used in your motor carrier operations as a "motor carrier", the liability cost of hire provisions in the Declarations are replaced by the following:

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums – Covered Autos Liability Coverage

Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

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The following provisions apply to those covered "autos" used in your operations as a "motor carrier" if gross receipts is used as a premium basis:

Schedule For Gross Receipts Or Mileage Rating Basis	
Rating Basis (Check one):	<input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
	Premiums
Covered Autos Liability Coverage	\$
Auto Medical Payments	\$
Total Premiums	\$
Minimum Premiums	\$

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originates the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and 15% of the total amount received from renting any equipment, with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto". Gross receipts does not include:

1. Amounts you paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of merchandise including collection fees.
5. Warehouse storage fees.

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Schedule Of Trailer Interchange Coverage		
Coverages	Limit Of Insurance And Deductible	Estimated Premium
Comprehensive	Least Of Actual Cash Value, Cost Of Repair Or \$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Trailer	
Specified Causes Of Loss	Least Of Actual Cash Value, Cost Of Repair Or \$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Trailer	
Collision	Least Of Actual Cash Value, Cost Of Repair Or \$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Trailer	
Total Trailer Interchange Premium		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Physical Damage Coverage

The **Physical Damage Coverage** Exclusion in Paragraph C. of this endorsement is removed for each of the following coverages indicated by an "X" in the box.

- Comprehensive
- Specified Causes Of Loss
- Collision

For any operations you engage in as a "motor carrier", the policy is changed as follows:

A. Who Is An Insured under Covered Autos Liability Coverage is replaced by the following:

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while they are working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (1) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph a. above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

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B. The following Trailer Interchange Coverage provisions are added:

1. Coverage

a. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment. The "trailer" must be in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession.

b. We will pay for "loss" to the "trailer" under:

(1) Comprehensive Coverage

From any cause except:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

(3) Collision Coverage

Caused by:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

c. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

d. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for you:

- (1) All expenses we incur.

(2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

(3) All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(4) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(5) All interest on the full amount of any judgment that accrues after entry of the judgment, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

2. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

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

b. We will not pay for loss of use.

c. Other Exclusions

We will not pay for "loss" due and confined to:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.

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- (2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

3. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. The Limit Of Insurance shown in the Schedule.

4. Deductible

For each covered "trailer", our obligation to pay:

- a. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
- c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.

C. Physical Damage Coverage is changed by adding the following exclusion:

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

D. The Other Insurance Condition is replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

- (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

- (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

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h. When this Coverage Form and any other Coverage Form or policy cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

E. Additional Definitions

As used in this endorsement:

1. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
2. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Paragraph ~~B. Exclusions of Section II Covered Autos Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and for "Garage Operations" Covered "Autos" in the Garage Coverage Form:~~

~~SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE~~
Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

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

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMPHIBIOUS VEHICLES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. This insurance does not apply to "loss":
- ~~To Any type of amphibious vehicle (whether or not self-propelled);~~
 - ~~Resulting from Ithe ownership, maintenance or use of an amphibious vehicle; or~~
 - ~~To Any property or equipment contained in or used with any such vehicle.~~
- B. Paragraph A. applies only while the amphibious vehicle is being launched into, used in or beached from the water.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 23 98 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER INTERCHANGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverages	Limit Of Insurance And Deductible	Estimated Premium
Comprehensive	Least Of Actual Cash Value, Cost Of Repair, Or	\$
	\$ Limit Of Insurance	
	\$ Deductible For Each Covered Trailer	
Specified Causes Of Loss	Least Of Actual Cash Value, Cost Of Repair, Or	\$
	\$ Limit Of Insurance	
	\$ Deductible For Each Covered Trailer	
Collision	Least Of Actual Cash Value, Cost Of Repair, Or	\$
	\$ Limit Of Insurance	
	\$ Deductible For Each Covered Trailer	
Fire	Least Of Actual Cash Value, Cost Of Repair, Or	\$
	\$ Limit Of Insurance	
	\$ Deductible For Each Covered Trailer	
Fire And Theft	Least Of Actual Cash Value, Cost Of Repair, Or	\$
	\$ Limit Of Insurance	
	\$ Deductible For Each Covered Trailer	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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This endorsement provides only the coverage for which a premium is shown in the Schedule.

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

d. Fire Coverage

Caused by:

- (1) Fire, lightning or explosion; or
- (2) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

e. Fire And Theft Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

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b. War Or Military Action

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

2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

C. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss".

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

3. The Limit of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

- 1. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Declarations; or
- 2. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Declarations; or
- 3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Declarations.

E. Additional Definitions

As used in this endorsement:

"Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 24 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION OF SEASONAL OR MIGRANT AGRICULTURAL WORKERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Description Of Vehicles That Are Covered Autos:	
Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Covered Autos Liability Coverage for a covered "auto" used in your operations to transport seasonal or migrant agricultural workers is changed as follows:

- A. The limits of **Covered Autos Liability Coverage** shown in the Schedule apply to the covered "auto" instead of any other limit or limits shown in the policy.
- B. The **Employee Indemnification And Employer's Liability** Exclusion does not apply to "bodily injury" sustained by any seasonal or migrant agricultural workers transported or employed by you.
- C. The **Care, Custody Or Control** Exclusion does not apply to property of seasonal or migrant workers or their families transported by you while such property is carried by the covered "auto".

D. Limit Of Insurance is changed to read:

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance shown in the Schedule for each "accident".
- 2. All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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E. Covered Autos Liability Coverage may not be cancelled, suspended or rescinded before the end of the policy period unless you or we give 30 days' written notice to:

Office of Administrator of Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, D-C- 20210

The 30-day notice begins from the date the notice is actually received.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

~~Covered Autos Liability Coverage~~ LIABILITY
COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The ~~Care, Custody Or Control~~ CARE, CUSTODY OR CONTROL Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FULL COVERED AUTOS LIABILITY LIMIT
FOR CUSTOMERS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 2.b.(4) of the **Who Is An Insured** provision in **Section I – Covered Autos Liability Coverage** does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS GARAGE COVERAGE FORM – GENERAL LIABILITY COVERAGES OTHER THAN COVERED AUTOS – EXPOSURE – TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

~~Liability Coverage~~ is changed as follows:

~~Exclusion 82.f. Pollution Exclusion Applicable To "Garage Operations" Other Than Covered "Autos" of Paragraph A. Bodily Injury And Property Damage Liability of Section II – General Liability Coverages~~ is replaced by the following:

~~§. Pollution Exclusion Applicable To "Garage Operations" Other Than Covered "Autos"~~

~~(1)a.~~ "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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

~~(a1)~~ Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";

~~(b2)~~ Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO RENTED PREMISES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section II – General Liability Coverages is changed as follows:

- A. The last paragraph of **2. Exclusions** under Paragraph **A. Bodily Injury And Property Damage Liability** concerning damage by fire to premises while rented to you or temporarily occupied by you does not apply.
- B. The exception to Exclusion **e. Damage To Property** of Paragraph **2. Exclusions** under Paragraph **A. Bodily Injury And Property Damage Liability** concerning "property damage" to premises does not apply.

C. Paragraph **F.5. Limits Of Insurance – General Liability Coverages** does not apply.

D. The reference in the Declarations to the "Damage To Premises Rented To You" Limit does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEWLY ACQUIRED OR FORMED AUTO DEALERSHIP

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Paragraph **D.6. Who Is An Insured** of **Section II – General Liability Coverages** and Paragraph **C.6. Who Is An Insured** of **Section III – Acts, Errors Or Omissions Liability Coverages** do not apply.
- B. If the Employee Benefits Liability Coverage Endorsement is attached, Paragraph **C.6. Who Is An Insured** does not apply.
- C. If the Customer Complaint Legal Defense Coverage Endorsement is attached, Paragraph **C.6. Who Is An Insured** does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **B. Personal And Advertising Injury Liability Coverage** of **Section II – General Liability Coverages** does not apply and none of the references to it in the Coverage Form, Declarations or any endorsement attached to the Coverage Form apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

~~With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.~~

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the ~~Truckers and Motor Carrier Coverage Forms~~ to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 99 10 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS-AUTO-PHYSICAL-DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Individual:			
<u>Covered Autos Liability Coverage</u>	Limit:	\$	Premium: \$
Auto Medical Payments	Limit:	\$	Premium: \$
Comprehensive	Deductible:	\$	Premium: \$
Collision	Deductible:	\$	Premium: \$
Uninsured Motorists	Limit:	\$	Premium: \$
Underinsured Motorists	Limit:	\$	Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Note: When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

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A. This endorsement changes only those coverages where a premium is shown in the Schedule.

B. Changes In Covered Autos Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" ~~for Liability Coverage~~ while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

a. Any "auto" owned by that individual or by any member of his or her household.

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIDUCIARY LIABILITY OF BANKS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This policy is changed as follows:

A. Changes In Covered Autos Liability Coverage

1. The following exclusion is added:

This insurance does not apply to:

Liability of the "insured" as fiduciary arising from "bodily injury" or "property damage" that occurred before you first had the right or duty to act in a fiduciary capacity in which the "insured" is liable.

2. The following is added to **Who Is An Insured**:

Any "employee" of yours is an "insured" for any covered "auto" not owned by you, by such "employee" or by any members of his or her household but only while the covered "auto" is used in your business.

B. Changes In Conditions

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the "insured's" right of exoneration or reimbursement from property for which the "insured" is a fiduciary.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 99 16 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

<u>AUTO DEALERS COVERAGE FORM</u>
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Description Of Auto:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.

B. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured provision:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto".

~~For an "auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the owner or lessor named in the Schedule. However, the owner or lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:~~

- ~~1. You;~~
- ~~2. Any of your "employees" or agents; or~~
- ~~3. Any person, except the owner or lessor or any "employee" or agent of the owner or lessor, operating an "auto" with the permission of any of B.1. and/or B.2. above.~~

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
~~BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM~~
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

A. Changes In Covered Autos Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Covered Autos Liability Coverage:

- a. The following is added to the Who Is An Insured provision:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto", other than an "auto" of the "private passenger type", used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), ~~does do~~ not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

B. Changes In Physical Damage Coverage

PERSONAL Personal AUTO Auto COVERAGE Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

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C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Who Is An Insured
~~LIABILITY COVERAGE WHO IS AN INSURED~~
provision under Covered Autos Liability Coverage:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

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POLICY NUMBER:

COMMERCIAL AUTO
CA 99 40 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OR EXCESS COVERAGE HAZARDS OTHERWISE INSURED

This endorsement modifies insurance provided under the following:

<u>AUTO DEALERS COVERAGE FORM</u>
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

<u>Designation Or Description Of Covered "Autos" You Own:</u>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Designation or description of covered "autos" you own:

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

When you do not want ~~LIABILITY COVERAGE~~ Covered Autos Liability Coverage to apply to the covered "autos" you own that are designated in this endorsement because you have other insurance, the following provision indicated by an "X" in the will apply:

~~LIABILITY COVERAGE~~ Covered Autos Liability Coverage does not apply.

~~LIABILITY COVERAGE~~ Covered Autos Liability Coverage does not apply to "bodily injury" or "property damage" occurring before the other insurance ends.

Date other insurance ends:

~~LIABILITY COVERAGE~~ Covered Autos Liability Coverage does not apply to "bodily injury" or "property damage" occurring before the other insurance ends except to the extent damages exceed the limits of the other insurance. However, the most we will pay is the difference between the Limit of Insurance for Covered Autos Liability Coverage in this Coverage Form and the limits of the other insurance, if this Coverage Form's limits are higher.

Date other insurance ends: _____ and Limits of Insurance: \$ _____

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POLICY NUMBER:

COMMERCIAL AUTO
CA 99 47 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE AS LESSOR

This endorsement modifies insurance provided under the following:

- | AUTO DEALERS COVERAGE FORM
- | BUSINESS AUTO COVERAGE FORM
- | GARAGE COVERAGE FORM
- | MOTOR CARRIER COVERAGE FORM
- | TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Description Of "Auto":

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.

B. While any covered "auto" described in the Schedule is leased to you by one of your "employees", the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include that "employee" as an "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND,
~~MOTOR CARRIER AND TRUCKERS COVERAGE FORMS~~**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
~~TRUCKERS COVERAGE FORM~~

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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Symbol	Description Of Covered Auto Designation Symbols	
For use with the Business Auto Physical Damage Coverage Form		
7	=	
For use with the Motor Carrier Coverage Form		
72	=	
73	=	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – GARAGE
AUTO DEALERS COVERAGE FORM**

This endorsement modifies insurance provided under the following:

GARAGE AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **(1) a.** of the **Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6.f. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **DG.** of **Section VI – Definitions** is replaced by the following:

DG. "Covered pollution cost or expense" means any cost or expense arising out of:

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

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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COMMERCIAL AUTO MANUAL

54. AUTO DEALERS – ELIGIBILITY

A. Eligibility

1. This rule applies to franchised and non-franchised auto dealers and trailer dealers. For details of coverage, refer to Auto Dealers Coverage Form **CA 00 25**.
2. You must attach the following endorsements to the policy:
 - a. Exclusion – Damage To Rented Premises Endorsement **CA 25 50**
 - b. Exclusion – Newly Acquired Or Formed Auto Dealership Endorsement **CA 25 53**
 - c. Exclusion – Personal And Advertising Injury Liability Coverage Endorsement **CA 25 54**
3. Acts, Errors Or Omissions Liability Coverages premiums cannot be ceded to the North Carolina Reinsurance Facility.

B. Classifications And Codes

Only one classification and code applies to a risk:

Classification	Full Covered Autos Liability Limit For Customers Coverage	Without Full Covered Autos Liability Limit For Customers Coverage
Franchised private passenger auto dealer (with or without any other type of franchise)	7304	7305
Franchised truck or truck-tractor dealer (with or without any other type of franchise except private passenger auto franchise)	7314	7315
Franchised motorcycle dealer including all two wheeled cycle vehicles (no private passenger or truck franchise)	7324	7325
Franchised recreational vehicle dealer (no private passenger, snowmobile or residence type mobile home trailer franchise)	7334	7335
Other franchised self-propelled land motor vehicle dealer	7347	7348
Non-franchised dealer (any risk described above that is not a franchised dealer)	7357	7358
Franchised and non-franchised residence trailer dealers	7361	7362
Franchised and non-franchised commercial trailer dealers	7363	7364
Equipment and implement dealer (no other franchise)	7365	7366

Table 54.B. Class Codes

55. AUTO DEALERS – PREMIUM DEVELOPMENT FOR COMMON COVERAGES

Determine the rating territory from the territory definitions based on the street address for each location.

Compute the advance premium at inception and the earned premium as developed by audit separately for each location according to the following rating procedures applicable to coverage offered under the Auto Dealers Coverage Form **CA 00 25**.

Where the rules applicable to auto dealers refer to base premiums, this consists of the rates shown on the state rate schedules as modified by the rating procedures described in the following paragraphs.

A. Rating Unit Determination**1. All Risks Other Than Franchised And Non-franchised Trailer Dealers**

Add the results of Paragraphs **A.1.a.** and **A.1.b.** to determine the total number of rating units.

a. Class I – Employees

Class I rating units include individuals employed by the auto dealership. Do not include any employees whose principal duty is regularly operating tow trucks which are rated on a specified auto basis.

(1) Determine the number of the following employees:

(a) Proprietors, partners and officers active in the business.

(b) Salespersons, general managers, service managers.

(c) Any employee whose principal duty involves the operation of autos or who is furnished a covered auto.

(2) Multiply the number of these employees working an average of at least 20 hours or more a week by the following factor:

Factor
1.00

Table 55.A.1.a.(2) Class I – Full-time Employees Regularly Using Autos Factor

(3) Multiply the number of these employees working an average of less than 20 hours a week by the following factor:

Factor
.50

Table 55.A.1.a.(3) Class I – Part-time Employees Regularly Using Autos Factor

(4) Determine the number of all other employees not included in Paragraph (1).

(5) Multiply the number of these employees working an average of at least 20 hours a week by the following factor:

Factor
.40

Table 55.A.1.a.(5) Class I – All Other Full-time Employees Factor

(6) Multiply the number of all other employees working an average of less than 20 hours a week by the following factor:

Factor
.20

Table 55.A.1.a.(6) Class I – All Other Part-time Employees Factor

(7) Add the result of Paragraphs **A.1.a.(2)** thru **(6)** to determine the number of Class I risks.

b. Class II – Nonemployees

(1) Class II rating units include any of the following persons who are regularly furnished with a covered auto:

(a) Proprietors, partners and officers who are not active in the business.

(b) Family members of an employee.

- (c) Family members of an inactive proprietor, partner and officer.
- (2) Multiply each individual by the factor in the following table and add the results. If more than one person has use of the same furnished auto, count as only one operator in determining rating units.

Factor
.55

Table 55.A.1.b.(2) Class II – Nonemployees Factor

2. Franchised And Non-franchised Trailer Dealers

Determine the number of rating units by multiplying the total number of employees by the following factor:

Factor
.45

Table 55.A.2. Franchised And Non-franchised Trailer Dealers Rating Units Factor

B. Specified Auto Basis

All Coverages

1. Autos Regularly Operated By Class I Or Class II Operators

Non-inventory vehicles, including tow trucks, regularly operated by Class I or Class II operators may be classified and rated on a specified auto basis. If an employee is furnished an auto for regular use, that employee should also be included in the rating units unless otherwise specified.

2. Autos Furnished For Regular Use To Other Than Class I Or Class II Operators

Autos furnished for regular use to other than Class I or Class II operators may be classified and rated on a specified auto basis. Such autos may include autos furnished to driver training programs or autos exclusively loaned to customers, without charge, on a temporary basis while the customers' autos are being serviced or repaired.

3. Specified Auto Basis Premium Development

Compute the premiums for all coverages for each specified auto as follows:

a. Private Passenger Autos (Class Code 7877)

Charge private passenger type premiums.

b. Trucks, Tractors And Trailers (Class Code 7878)

Charge the premiums developed by the applicable trucks, tractors and trailers classification.

C. Liability Coverage

1. Base Premium Computation

- a. Determine the applicable base rate.
- b. Multiply the base rate by the applicable factor in the following table:

Factor	
Franchised and Non-franchised Auto Dealers	1.00
Franchised And Non-franchised Trailer Dealers	1.00
Equipment And Implement Dealers	.70

Table 55.C.1.b. Franchised, Non-franchised And Equipment And Implement Dealers Factor

- c. Apply the procedures in Rule 22. for increased liability limits. Apply the procedures in Rule 23. for liability deductibles.
- d. Auto Dealers Coverage Form **CA 00 25** provides coverage for customers up to the compulsory or financial responsibility law limits under certain conditions. Liability coverage may be extended to provide the full covered autos liability limit for customers by attaching Full Covered Autos Liability Limit For Customers Endorsement **CA 25 15**. Multiply the Liability premium developed in the preceding paragraph by the following factor:

Factor
1.25

Table 55.C.1.d. Full Covered Autos Liability Limit For Customers Liability Coverage Factor

2. Minimum Premium

The liability minimum premium is the auto dealers liability rate shown on the state rate schedules for the highest rated location multiplied by the following factor:

Factor
2.00

Table 55.C.2. Minimum Premium Liability Coverage Factor

D. Pick Up Or Delivery Of Autos (Class Code 7070)

1. If the exposure for nonfranchised dealer includes the pick up or delivery of autos beyond a 50-mile radius of the limits of the city or town where operations are conducted, rate each driver per trip for such pick up or delivery operations as follows:

Mileage	Liability Rate Per Driver, Per Trip	
	Bodily Injury \$30/60	Property Damage \$25
51 – 200 Miles	\$3	\$1
Over 200 Miles	5	2

Table 55.D.1.(LC) Pick Up Or Delivery Of Autos Rates

2. The minimum premium is the private passenger type premium for the rating territory where the auto dealer is located.

E. Medical Payments

1. Coverage Options

- a. The Auto Dealers Coverage Form includes Auto Dealers Locations And Operations Medical Payments Coverage. To exclude Auto Dealers Locations And Operations Medical Payments Coverage, use Exclusion – Locations And Operations Medical Payments Endorsement **CA 25 52**.
- b. Use Auto Medical Payments Coverage Endorsement **CA 99 03** to provide Auto Medical Payments Coverage.

2. Premium Development:

- a. For each of the coverages described in Paragraph **E.1.** that are provided, multiply the liability rate shown on the state rate schedules by the applicable factor from the following table:

	Medical Payments Limit Per Person			
	\$500	\$1,000	\$2,000	\$5,000
Auto	.098	.105	.115	.134
Locations And Operations	.025	.027	.029	.031

Table 55.E.2.a. Dealers Medical Payments Coverage Factors

- b. Multiply the result by the applicable factor in the following table:

Factor	
Franchised and Non-franchised Auto Dealers	1.00
Franchised And Non-franchised Trailer Dealers	1.00

Equipment And Implement Dealers	.70
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Table 55.E.2.b. Franchised, Non-franchised And Equipment And Implement Dealers Factor

F. Uninsured Motorists Insurance

Refer to the Uninsured and Underinsured Motorists Insurance Rule (Rule **20.**) in the Common Coverages Section of this Manual.

G. Pollution Exclusions - Auto Dealers

An Auto Dealers policy may be endorsed to exclude bodily injury or property damage arising out of any discharge of pollutants with the exception of bodily injury or property damage arising out of the ownership, maintenance, or use of covered autos and certain off-premises discharges.

When Auto Dealers Coverage Form - General Liability Coverages - Total Pollution Exclusion Endorsement [CA 25 16](#) is attached, document company files showing that the endorsement is needed for the particular risk. Give the insured written notice of coverage change at least 15 days prior to the effective date of the renewal, with a copy to the agent. Do not attach the endorsement midterm.