



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E8-30-08

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

POLICY PERIOD: FROM 11/07/20 TO 11/07/21

* POLICY NUMBER *
* 4 E 8 - 3 0 - 0 8 ---21 *

ITEM ONE:

N A M E D I N S U R E D :

P R O D U C E R :

NOLL, INC.
(DBA) NOLL HUMAN RESOURCE
SERVICES
12905 W DODGE RD
OMAHA NE 68154-2145LOCKTON COMPANIES, LLC
13710 FNB PKWY STE 400
OMAHA NE 68154-5298

DIRECT BILL

AGENT: AB 8210
AGENT PHONE: (402)970-6100
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT
WHICH IS DUE ON 12/07/20.

INSURED IS: CORPORATION

BUSINESS DESC: EMPLOYMENT STAFFING AGENC

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

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 AUTO SECTION OF THE COMMERCIAL AUTO COVERAGE FORM NEXT
TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMITS/DEDUCTIBLES	P R E M I U M
COVERED AUTOS LIABILITY 08 09		\$ 1,000,000	0.00

PHYSICAL DAMAGE COVERAGE (ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER
IS LESS, MINUS THE DEDUCTIBLE, FOR EACH COVERED AUTO).

COMPREHENSIVE	08	SEE ITEM THREE FOR DED. FOR ALL LOSS EXCEPT FIRE OR LIGHTNING	0.00
COLLISION	08	SEE SCHEDULE FOR DED.	0.00

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EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E8-30-08

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

PREMIUM FOR ATTACHED ITEMS 4, 5, AND/OR 6 . 270.00

PREMIUM FOR ENDORSEMENTS . \$ 73.00

ESTIMATED POLICY PREMIUM . \$ 343.00

BALANCE TO MINIMUM . \$ 7.00

*ESTIMATED TOTAL POLICY PREMIUM . \$ 350.00

FORMS APPLICABLE:

CA0001(10/13)*, CA0156(11/13)*, CA0221(12/17)*, CA0444(10/13)*,
CA2055(10/13)*, CA7002A(11/15)*, CA7007(11/15)*, CA7266(11/15)*,
CA7312(11/15)*, CA7313(11/15)*, CA8112.2(11/15)*, CA8331(06/19)*,
CA8334(04/19)*, CA8336(11/19)*, CA8338(07/20)*, CA9933(10/13)*,
IL0021(05/02)*, IL7130A(04/01)*, IL7131A(04/01)*, IL7134(11/03)*,
IL8576(10/17)*

INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC., WITH ITS PERMISSION.

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4E8-30-08---21

NOLL, INC.

EFF DATE: 11/07/20

EXP DATE: 11/07/21

C O M M E R C I A L A U T O P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 2
*CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
*CA0444	10-13	WAIVER OF TRANSFER OF RIGHTS NAME(S) OF PERSON(S) OR ORGANIZATIONS(S): ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT.	
*CA2055	10-13	FELLOW EMPLOYEE COVERAGE	
*CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7266	11-15	DESIGNATED INSURED PERSON/ORGANIZATION ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A ADDITIONAL INSURED AGREEMENT.	
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
*CA7313	11-15	PREJUDGMENT INTEREST	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8336	11-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8338	07-20	ADVISORY NOTICE TO POLICYHOLDERS	
*CA9933	10-13	EMPLOYEES AS INSUREDS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7134	11-03	CANCELLATION BY US 60 DAYS NOTICE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

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FORM: IL7131A (ED. 04-01)

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EMPLOYERS MUTUAL CASUALTY COMPANY

N A M E D I N S U R E D E N D O R S E M E N T

POLICY PERIOD: FROM 11/07/20 TO 11/07/21

* POLICY NUMBER *
* 4 E 8 - 3 0 - 0 8---21 *

N A M E D I N S U R E D :

P R O D U C E R :

NOLL, INC.
(DBA) NOLL HUMAN RESOURCE
SERVICES
12905 W DODGE RD
OMAHA NE 68154-2145

LOCKTON COMPANIES, LLC
13710 FNB PKWY STE 400
OMAHA NE 68154-5298

DIRECT BILL

AGENT: AB 8210
AGENT PHONE: (402)970-6100
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 11/07/20 TO 11/07/21 *

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:
NOLL, INC. (DBA) NOLL HUMAN RESOURCE
SERVICES

NO. 03:
THE NOLL COMPANY, INC. (DBA) NOLL HEALTHCARE NETWORK

NO. 04:
NOLL, INC.

PLACE OF ISSUE: OMAHA, NE
DATE OF ISSUE: 10/27/20

FORM: IL7130A (ED. 04-01)

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER 4E8-30-08

NOLL HUMAN RESOURCE SERVICES

EFF DATE: 11/07/20

EXP DATE: 11/07/21

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMSCOVERED AUTOS LIABILITY INSURANCE - RATING BASIS,
FOR AUTOS **NOT** USED IN YOUR MOTOR
CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)
STATE ESTIMATED COST OF HIRE RATE PREMIUM

EXCESS	NE	IF ANY	100	\$	169.00
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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.

PHYSICAL DAMAGE COVERAGES - COST OF HIRE BASIS FOR ALL AUTOS
(OTHER THAN MOBILE OR FARM EQUIPMENT)

STATE	COVERAGE	DEDUCTIBLE	RATE	PREMIUM
NE	COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIRS,WHICHEVER IS LESS, MINUS \$ 500 DEDUCTIBLE FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	0.282	\$.00
	COLLISION	ACTUAL CASH VALUE OR COST OF REPAIRS, WHICHEVER IS LESS, MINUS \$ 500 DEDUCTIBLE FOR EACH COVERED AUTO	0.462	\$.00

100.00MP

FOR PHYSICAL DAMAGE COVERAGES, COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCUDING '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.

TOTAL PREMIUM \$ 269.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

PREMIUM

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POLICY NUMBER 4E8-30-08

NOLL HUMAN RESOURCE SERVICES

EFF DATE: 11/07/20

EXP DATE: 11/07/21

OTHER THAN A SOCIAL SERVICE AGENCY

NUMBER OF EMPLOYEES	26 - 100	\$	1.00
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TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM	\$	1.00
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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NO: 4E8-30-08---21

NOLL HUMAN RESOURCE SERVICES EFF DATE: 11/07/20

EXP DATE: 11/07/21

ENDORSEMENT PREMIUM DETAIL

ENDORSEMENTS	CLASS		PREMIUM
FELLOW EMPLOYEE COVERAGE	8007	\$	1.00
RENTAL VEHICLE EXTENSION	8047	\$	20.00
DESIGNATED INSURED CA7266	8025	\$	50.00

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC.
WITH ITS PERMISSION.

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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 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.
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 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.
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 Covered Autos 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.

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 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. "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.

- (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.

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.

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.

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

- (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-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" is the lesser of:

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

- b. 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:

- (1) 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) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. 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 Coverage Form until:

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

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.

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. 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 "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 covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

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 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. "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".

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;

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

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.

A. Changes In Physical Damage Coverage

Paragraph **C. Limits Of Insurance** is changed by adding the following:

If a "loss" to your covered "auto" is also payable as damages under the liability coverage of another Coverage Form or policy issued by us, we will pay for such damage or "loss" only once, either under this Coverage Form or the liability coverage of the other Coverage Form or policy issued by us.

B. Changes In Conditions

1. The Appraisal For Physical Damage Loss Condition is replaced by the following:

Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property 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 there is an appraisal, we will still retain our right to deny the claim.

2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Misrepresentation Or Breach Of Condition Or Warranty

- a. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:

- (1) It is material;
- (2) It is made with the intent to deceive;
- (3) We rely on it; and
- (4) We are deceived to our injury.

- b. A breach of warranty or condition will void the policy if such breach exists at the time of "loss" and contributes to the "loss".

3. The Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are revised by the addition of the following:

When this Coverage Form and any other Coverage Form or policy providing liability and/or physical damage insurance apply with respect to an "accident" or "loss" involving a "loaned vehicle", and such Coverage Forms or policies have a mutually repugnant clause regarding primary coverage, and:

- a. One provides coverage to a licensed seller or dealer that owns the "loaned vehicle"; and

- b. The other provides coverage to the operator of the "loaned vehicle"; and
- c. At the time of such "accident" or "loss", the operator's liability and/or physical damage insurance as described in Paragraph **b.** is primary and the licensed seller or dealer's liability and/or physical damage insurance described in Paragraph **a.** is excess over any insurance available to that operator.

C. Additional Definitions

As used in this endorsement:

"Loaned vehicle" means a covered "auto" which is provided for use as a temporary substitute without a direct charge to an insured operator by a licensed seller or dealer for use while the insured operator's covered "auto" is being serviced, repaired or inspected by such seller or dealer until such "auto" is returned to the licensed seller or dealer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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.

The following is added to Paragraph 3. of the **Cancellation** Common Policy Condition:

If the policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:

a. Nonpayment of premium to a premium finance company; or

b. Any reason other than nonpayment of premium;

notice of cancellation will be sent by registered mail, certified mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service.

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
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

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.

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
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 **Fellow Employee** Exclusion contained under the **Covered Autos Liability Coverage** does not apply.

**QUICK REFERENCE
COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM**

READ YOUR POLICY CAREFULLY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an “insured” for Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL VEHICLE EXTENSIONS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement

The following extensions apply for the purposes of this endorsement, only.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

Any "employee" or volunteer of yours is an "insured" while using a "rental vehicle".

B. Changes In General Conditions

1. Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in Paragraph **A.4.b.** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **F.2.** in the Auto Dealers Coverage Form is replaced with Rental Agency Expense in Paragraph **B.3.** of this endorsement.

2. Paragraph 5.b. of the Other Insurance Condition in the Business Auto and Auto Dealers 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:

- a.** Any covered "auto" you lease, hire, rent or borrow; and
- b.** Any covered "auto: hired or rented by your "employees: under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" leased, hired, rented or borrowed with a driver is not a covered "auto".

3. Rental Vehicle Contract or Agreement.

Rental Vehicle Contract or Agreement is added as follows:

We will pay the following expenses that you or any of your "employees" or volunteers are legally obligated to pay because of a written

contract or agreement entered into for use of a "rental vehicle":

	RENTAL AGENCY EXPENSE	MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT
a.	Loss of income incurred by the lessor of a "rental vehicle" during the period of time that vehicle is out of use because of actual damage to or "loss" of that vehicle, including income lost due to absence of that vehicle for use as a replacement;	\$2,500
b.	Decrease in trade-in value of the "rental vehicle" because of actual damage to that vehicle arising out of a covered loss; and	\$2,500
c.	Administrative expenses incurred by the rental agency, as stated in the contract or agreement	\$2,500
	Maximum Total	\$7,500

C. DEFINITIONS

The following is added **DEFINITIONS**:

"Rental vehicle" means an "auto" that is:

- 1.** Leased, hired or rented without a driver, by a commercial lessor under a written contract or agreement;
- 2.** Leased, hired or rented by an "insured" for your business for a period of less than 180 consecutive days; and
- 3.** Not used by or for an "insured" for transporting persons for hire.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement.

Supplementary Payments is amended by adding the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMPORTANT NOTICE TO POLICYHOLDERS

CLARIFICATION

PAYMENT FOR AFTERMARKET CRASH PARTS

Physical Damage coverage under this policy may include payment for aftermarket crash parts. If you repair the vehicle using more expensive original equipment manufacturer (OEM) parts, you may pay the difference. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

INTRODUCING NEW COMMERCIAL FORMS IMPORTANT NOTICE TO POLICYHOLDERS

This Notice summarizes coverage changes that may affect your Commercial Auto Coverage. No coverage is provided by this summary nor does it replace any provision of your policy. You should read your policy including all endorsements and review your declarations page for complete information on the coverage you are provided. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL**. Some of the language of the new policy has been restated and repunctuated for clarity and readability but with no change in the coverage intent.

The endorsements listed below may or may not be attached to your policy.

Please contact your agent to discuss any questions. Your right to cancel the policy or remove endorsements remains unchanged.

BROADENINGS OF COVERAGE

NEW OPTIONAL ENDORSEMENTS

CA7409 (11-18) Auto Dealers Leasing Or Rental Concerns – Contingent Coverage

When this optional endorsement is added to the Auto Dealers policy, the endorsement provides contingent liability and contingent physical damage for leasing or rental company in the event that the lessee's policy is uncollectible for some reason.

The Contingent Physical Damage limit is up to \$175,000 per leased auto, subject to a maximum "loss" for any one period is \$500,000.

CA7599 (11-18) Auto Dealers – Pollution – Limited Exception For A Short-Term Pollution Event

This optional endorsement provides broadened coverage of pollution losses by adding exceptions to the Auto Dealer pollution exclusions. This form creates an exception to the policy's pollution exclusion relating to "short-term pollution events".

The "short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which begins during the policy period, begins at an identifiable time and place, ends, in its entirety, at an identifying time within seventy-two (72) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants". The "short-term pollution event" is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape. Does not originate from an "underground storage tank" and is not heat, smoke or fumes from a "hostile fire".

CA7600 (11-18) Additional Insured For Work You Performed Including Completed Operations

When this optional endorsement is added to the Auto Dealers policy, the endorsement provides Additional Insured coverage when required by a written contract or agreement with respects to liability arising out of your "products" or "work you performed" for that additional insured by you or for you as part of your "auto dealership operations".

CA7603 (9-18) Composite Rating Deductible Schedule

This is a Schedule of Deductibles when the deductibles are not shown elsewhere in the policy and the auto is rated on a composite rate basis.

CA7604 (11-18) Worldwide Coverage – Hired Autos

When this optional endorsement is attached to an Auto Dealer Policy or a Business Auto Policy, coverage is extended to anywhere in the world, with the exception of any country or jurisdiction which is subject to a trade sanction, economic sanction, or embargo by the United States Of America Provided that the covered "auto" is a private passenger, light or medium truck that has been leased, hired, rented or borrowed without a driver for a period of less than 30 days.

CA7605 (11-18) Auto Dealers – Fluctuating Values Endorsement

This optional endorsement provides an option to increase the Dealers Open Limit of each location shown in the Auto Dealers Supplementary Schedule by the percentage amount selected in the schedule. This option waives the requirement to submit a Quarterly or Monthly Reporting of the premium basis for the auto dealers open lot inventory.

CLARIFICATION OF COVERAGE

Optional Endorsements

CA7475 (11-18) Auto Dealers Elite Extension

This optional endorsement has been updated to add the following coverages:

- Paragraph **E.** has been amended to read: Leased Or Rental Auto Service Work Coverage
- The paragraph has been updated to clarify that Exclusion for Leased Autos does not apply to a covered "auto" you rent to one of your customers while their auto is left with you for repair or a covered auto while leased or rented to others.
- Added Rental Reimbursement Coverage for a private passenger type auto or light truck. The coverage pays up to \$75 per day subject to a \$2,500 maximum.

REDUCTION OF COVERAGE

IL7225 (10-18) Transportation Broker Exclusion

When this optional endorsement is attached to the policy, the insurance provided by the coverage form does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or related to "transportation broker operations" of an "insured" or any entity owned in whole or in part by the "insured".

MISCELLANEOUS COMMERCIAL AUTO FORMS REVISION IMPORTANT NOTICE TO POLICYHOLDERS

This Notice summarizes coverage changes that may affect your Commercial Auto Coverage. No coverage is provided by this summary nor does it replace any provision of your policy. You should read your policy including all endorsements and review your Declarations Page for complete information on the coverage you are provided. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The endorsements listed below may or may not be attached to your policy.

Please contact your agent to discuss any questions. Your right to cancel the policy or remove endorsements remains unchanged.

BROADENINGS OF COVERAGE NEW OPTIONAL ENDORSEMENTS

CA7476(12-18) – Physical Damage Commercial Auto Amendment Municipalities and/or Volunteer Fire Departments

WI Only

The form is being introduced as a new option endorsement for Municipalities and/or Volunteer Fire Departments. This amendatory form was developed to provide additional physical damage coverages when coverage is provided for physical damage only.

CA7609(1-19) – Tank Implosion Coverage

Coverage is being expanded for Liquid Waste Haulers to include coverage for implosion or inward collapse of a tank due to mechanical or electrical breakdown. Coverage does not apply to failure to properly maintain, service or repair such equipment.

EXISTING OPTIONAL ENDORSEMENTS

CA7324(4-19), (11-15) – Commercial Auto Liquid Waste Haulers Elite

MI & WI Only

The form has been broadened to include additional coverages, such as; Temporary Substitute Auto Physical Damage, Employees As Insureds, Employee Hired Autos, Fellow Employee Coverage, Extra Expense For Stolen Auto – sublimit of \$1,000 for expenses incurred, Auto Loan Or Lease Coverage – sublimit of \$500 for early termination fees or penalties, Personal Effects Coverage – sublimit of \$500 for your personal effects not otherwise covered, New Vehicle Replacement Cost Coverage for private passenger autos or vehicles less than 20,000 gross vehicle weight and Waiver of Transfer of Rights of Recovery when required in writing or within a contract.

Title for Blanket Additional Insured has been amended to read Automatic Additional Insureds to clarify the coverage intent for Automatic Additional Insureds.

CA7324.1(4-19), (1-16) – Motor Carrier Amendment Liquid Waste Haulers

MI & WI Only

The form has been broadened to include additional coverage, such as; Temporary Substitute Auto Physical Damage, Employees As Insureds, Employee Hired Autos, Fellow Employee Coverage, Towing up to \$100 for private passenger auto or up to \$500 other than private passenger type, Extra Expense For Stolen Auto – sublimit of \$1,000 for expenses incurred, Auto Loan Or Lease Coverage – sublimit of \$2,500 for early termination fees or penalties, Personal Effects Coverage – sublimit of \$500 for your personal effects not otherwise covered, New Vehicle Replacement cost coverage for private passenger autos or vehicles less than 20,000 gross vehicle weight and Waiver Of Transfer of Rights of Recovery when required in writing or within a contract.

CA7476(12-18) – Physical Damage Commercial Auto Amendment

LA, MS & PA Only

The endorsement form has been broadened to amend the Personal Auto Physical Damage Recovery up to \$1,000 actual cash value or reimbursement of the deductible, whichever is less for volunteers, elected officials or “employees” responding to an emergency scene while operating their personal auto. Add Hired Auto Physical Damage Coverage with a sublimit of \$75,000. Add Locksmith Services up to \$50 per occurrence for locksmith services for a covered private passenger auto. Add Rental Reimbursement coverage with a sublimit of \$50 per day, subject to \$1,500 for private passenger auto. Clarify Paragraph **C. Limits of Insurance**, Replacement Cost Coverage Extension applies to Fire Department and Rescue Squads.

CA7475(3-19) – Auto Dealers Elite Extension

The forms have been updated to clarify Sections and Paragraph references to follow the Auto Dealers Coverage Form and clarify coverage intent. **Paragraph D. Additional Insured – General Liability Coverages – Owners Of Leased Or Rented Land Or Premises** has been updated to add **Section II – General Liability Coverages** is amended. **Paragraph N. Audio, Visual Or Data Electronic Equipment Coverage Added Limits** has been amended to clarify that the additional limits are in addition to the limit shown in the coverage form. **Paragraph T. Defective Products Coverage** has been updated to clarify coverage intent. The coverage only applies to that amount of “property damage” to your “products” that exceeds \$500 for any one “auto”. This coverage applies to “property damage” to any of your “products”, at the time it was transferred to another. **Paragraph U. Work You Performed Coverage** has been updated to clarify coverage intent. The coverage only applied to that amount of “property damage” to “work you performed” that exceeds \$500 for any one “auto”. This coverage applies to “work you performed” if the “property damage” results from any part of the work itself or from the parts of the work itself or from parts, materials or equipment used in connection with the work. Coverage is subject to **Paragraph F. Limits Of Insurance – General Liability Coverage**.

CA7475.6(3-19) – Truck Dealer Elite Extension

The forms have been updated to clarify Sections and Paragraph references to follow the Auto Dealers Coverage Form and clarify coverage intent. **Paragraph D. Additional Insured – General Liability Coverages – Owners Of Leased Or Rented Land Or Premises** has been updated to add **Section II – General Liability Coverages** is amended. **Paragraph N. Audio, Visual Or Data Electronic Equipment Coverage Added Limits** has been amended to clarify that the additional limits are in addition to the limit shown in the coverage form. **Paragraph T. Defective Products Coverage** has been updated to clarify coverage intent. The coverage only applies to that amount of “property damage” to your “products” that exceeds \$500 for any one “auto”. This coverage applies to “property damage” to any of your “products”, at the time it was transferred to another. **Paragraph U. Work You Performed Coverage** has been updated to clarify coverage intent. The coverage only applied to that amount of “property damage” to “work you performed” that exceeds \$500 for any one “auto”. This coverage applies to “work you performed” if the “property damage” results from any part of the work itself or from the parts of the work itself or from parts, materials or equipment used in connection with the work. Coverage is subject to **Paragraph F. Limits Of Insurance – General Liability Coverage**.

CLARIFICATION OF COVERAGE NEW MANDATORY ENDORSEMENTS

CA7094A(3-19) – Item Two – Auto Medical Payments Coverage – Montana

MT Only

Clarified that Medical Payments Coverage Each Insured Limit Of Insurance under the policy and any other policy issued by us or any affiliated company may not be stacked, added, or combined to determine the Applicable Limit Of Insurance for Auto Medical Payments coverage for any one “accident”.

EXISTING OPTIONAL ENDORSEMENTS

CA7464(3-19) – Dealers Open Lot Inventory And Garagekeepers Windstorm Or Hail Deductible

The endorsement form has been updated to add a Schedule Of Locations to clarify which locations the Deductible applies to.

CA7596(4-19) – Commercial Auto Composite Rate Endorsement

Form has been updated to show referenced form **CA7392 – Blanket Waiver of Subrogation**.

CA7489(3-19) – Dealers Open Lot Inventory And Garagekeepers Earthquake Exclusion

Form has been updated to add a Schedule Of Locations to clarify which locations are excluded from the Earthquake peril.

CA7598(3-19) – Dealers Open Lot Inventory And Garagekeepers Flood Exclusion

The endorsement form has been updated to add a Schedule Of Locations to clarify which locations are excluded from the Flood peril.

IMPORTANT NOTICE TO POLICYHOLDERS INTRODUCTION TO THE AUTO CLASS PLAN

This Notice summarizes coverage changes that may affect the rating of your Commercial Auto Coverage. No coverage is provided by this summary nor does it replace any provision of your policy. You should read your policy including all endorsements and review your declarations page for complete information on the coverage you are provided. If there is any conflict between the policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL**. Some of the language of the new policy has been restated and repunctuated for clarity and readability but with no change in the coverage content.

Please contact your agent to discuss any questions. Your right to cancel the policy or remove endorsements remains unchanged.

Commercial Auto Class Plan Rate And Rule Revision

The Optional Class Plan (OCP) is part of a new Auto Rating Plan introduced by the Insurance Services Office (ISO) for use on a countrywide basis, except Massachusetts.

Commercial Auto policies moving to the New Class Rating plan may see an increase in premium due to the following changes:

- Introduction of a rating factor based on the North American Industrial Classification System (NAICS) that is applied to the auto liability and physical damage base rates.
- Introducing a Liability rating factor based on Vehicle Age and Vehicle Original Cost New.
- Expanded vehicle age and original cost new rating factor tables.
- Replace fleet/nonfleet factor with a variable fleet factor based on vehicle type and fleet size.
- Separate liability, comprehensive, and collision primary and secondary class codes will now apply to each vehicle. Trailers, including service and utility trailers, will also have comprehensive and collision rating factors, in addition to liability rating factors.
- Dump and Transit-Mix Vehicles that are heavy or extra-heavy will see an increase in the dumping factor from 1.25 to 1.50.
- Zip Code Territories will replace the current territory rating factors, allowing for a more granular rating based on the premium, loss and other geographic and demographic variables such as roads, weather, population and traffic congestion.
- Mileage Factor rating variable will be implemented, which is based on the actual mileage data for vehicles owned and operated by the insured.

A Pricing Stabilization Rule has been filed to smooth the transition for our policyholders as a result of these changes. A transition factor that will apply to coverages, terms and conditions effective at the expiration of the policy, which will lower the rate level applicable for the Commercial Auto policy. The transition factor will also apply to all replacement and new like type vehicles existing on the policy prior to implementation of the ISO Auto Class Plan. The transition factor will be applied the first renewal written with the Class Auto Plan, and each of the next two subsequent renewals if the renewal premium increase exceeds the applicable transition factor.

2019 COMMERCIAL AUTO MULTISTATE FORMS REVISION ADVISORY NOTICE TO BUSINESS AUTO, MOTOR CARRIER AND AUTO DEALERS COVERAGE FORM POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Please contact your agent to discuss any questions. Your right to cancel the policy or remove endorsements remains unchanged.

Highlighted below are areas within the Policy that broaden, restrict or reinforce coverage. This notice does not reference every change, including editorial changes, made in your policy. The following forms may be listed on your policy.

DECLARATION CHANGES

CA7000(7-20) – Commercial Auto Declarations

CA7000A(7-20) – Commercial Auto Declarations

CA7010(7-20) – Auto Dealers Declarations

CA7010A(7-20) – Auto Dealers Declarations

- The Auto Declaration is used on a countrywide basis. The Declaration has been updated to add the New Jersey and Texas Surcharges.
- Personal Injury Protection section of the Item Two has been updated; as follows:
 - Personal Injury Protection – MI Only (\$250,000 limit only if they select one of the exclusion options)
 - Separately Stated in Each Personal Protection Endorsement Minus \$ Deductible
 - Exclusion of PIP Medical Expenses:
 - All Household members are covered by qualified health coverage
 - One or more household members are covered by qualified health coverage
 - Premium Reduction shown on Declaration
 - Final PIP Premium shown on Declaration

NEWLY INTRODUCED MULTISTATE ENDORSEMENTS

The following forms may be newly introduced and available to be attached to the policy:

BROADENINGS OF COVERAGE

CA7203(11-15) – Physical Damage Fleet Coverage

- Newly introduced for use with the Business Auto Coverage Form. This form provides automatic fleet coverage for vehicles acquired during the policy term, without reporting the new vehicle. The policy is subject to audit at the end of the policy term, to determine any vehicles added or removed during the policy term.

CA7221(11-15) – Repair Reimbursement

- Newly introduced for use with the Auto Dealers Coverage Form. This form provides coverage for reimbursement to the insured when repairs are made by the insured to owned “autos” incurring a physical damage loss.

CA7230(11-15) – Customer Complaint Protection Coverage

- Newly introduced for use on the Auto Dealers Coverage Form to provide Customer Complaint Protection for defense and indemnity coverage for the insured.

CA7236(11-15) – Work You Performed Coverage

- Newly Introduced for use with the Auto Dealers Coverage Form to provide work performed. The coverage is extended to cover “property damage” which exceeds \$500 for any one accident.

CA7307(11-15) – Lender’s Impaired Security Interest

- Newly introduced for use with the Business Auto Coverage Form to extend protection to the security interest of a financial institution on the autos they finance. This extension provides coverage for a loss which occurs prior to the financed auto being repossessed due to loan default.

CA7312(11-15) – Rental Vehicle Extensions

- Newly introduced for use with the Auto Dealers Coverage Form, Business Auto Coverage Form and Motor Carrier Coverage Form. This extension extends coverage to the leasing or rental company when a rental vehicle by the insured or an employee is damaged during the rental period.

CA7320(11-15) – False Pretense Coverage With Deductible

- Newly introduced for use with the Auto Dealers Coverage Form, to provide the False Pretense coverage with a deductible option.

CA7395(11-15) – On Hook Cargo Coverage

- Newly introduced for use under the Auto Dealers Coverage Form, Business Auto Coverage Form or the Motor Carrier Coverage Form to extend coverage to a customer' auto in tow.

CA7405(11-15) – Additional Locations Schedule

- Newly introduced for use under the Auto Dealers Coverage Form to extend coverage to an additional location that does not have any employees to provide coverage for the dealers' inventory.

CA7437(11-15) – Amendment Limits Of Insurance – Per Project

- Newly introduced for use under the Auto Dealers Coverage Form to provide a per project aggregate to apply separately to each project away from the premises owned or rented to you.

CA7442(11-17) – Commercial Motor Carrier Amendment

- Newly introduced for use under the Motor Carrier Coverage Form to provide to enhance the coverages for motor carrier operations. The endorsement form includes standard enhancements such as Hired Auto Physical Damage \$50,000, Towing of Private Passenger Types and others, Loss of 2 or more covered autos from one accident (Tractor/trailer), transportation expense \$75 per day/maximum of \$1,000.

CA7479(11-17) – Blanket Primary and Noncontributory Additional Insured

- Newly introduced for use under the Business Auto Coverage Form to provide Blanket Additional Insured status for persons or organizations on a primary and noncontributory basis when required as an additional insured under the contract agreement. The coverage under this form does include the ongoing operations or in connection with your premises owned or rented to you.

CA7490(7-17) – Combined Physical Damage and Cargo Deductible

- Newly introduced for use under the Business Auto Coverage Form to apply one deductible for a covered auto and inland marine or Property loss from any one accident. If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles are applied in the standard form.

CA7611(3-19) – Financial Institutions Repossessed Autos Coverage

- Newly introduced for use on the Business Auto Coverage Form to extend coverage for a financial institution to cover the repossessed auto that is held for sale or while being test driven or pending delivery after sale.

RESTRICTION OF COVERAGE ENDORSEMENTS

CA7373(11-15) – Operations Not Covered

- Newly introduced for use under the Auto Dealers Coverage Form or the Business Auto Coverage Form to exclude insured's operations which are being conducted at the same locations but are insured elsewhere or not covered under this insurance policy.

CA7429(11-15) – Hail Exclusion

- Newly introduced for use under the Auto Dealers Coverage Form to exclude damage caused by hail under the auto dealers' inventory or Garagekeepers Coverage.

CA7464(3-19) – Dealers Open Lot Inventory and Garagekeepers Windstorm or Hail Deductible

- Newly introduced for use under the Auto Dealers Coverage form to amend the deductible on the peril of windstorm or hail. The deductible applies to both the Dealers Open Lot Inventory and the Garagekeepers coverages.

CA7489(3-19) – Dealers Open Lot Inventory and Garagekeepers Earthquake Exclusion

- Newly introduced for use under the Auto Dealers Coverage Form to exclude damage caused by hail under the auto dealers' inventory or Garagekeepers Coverage.

CA7314(11-15) – Garagekeepers On-Hook Exclusion**CA7314.1(7-14) – Garagekeepers On-Hook Exclusion**

- Newly introduced for use with the Auto Dealers Coverage Form to exclude coverage when connected or attached to a towing vehicle when On-Hook Coverage and Garagekeepers Coverage is written on the same policy. This form is attached to either the business auto policy of the motor carrier policy that has more than an incidental exposure to towing autos.

CA7598(3-19) – Dealers Open Lot Inventory and Garagekeepers Flood Exclusion

- Newly introduced endorsement to use with the Auto Dealers Coverage Form, to exclude flood coverage on the Dealers Open Lot and Garagekeepers. Our Property Underwriting Guidelines are being used to determine when the exclusion should be attached. Currently we do not write flood coverage in zone A or Zone B. Any accounts that may have this coverage today, will be grandfathered in for coverage.

WITHDRAWN ENDORSEMENTS

The following forms are withdrawn:

CA7205(8-99) – Federal Odometer Statute Errors and Omissions Coverage**CA7206(7-14) – Truth In Lending & Lease Errors And Omissions Coverage**

- Withdraw form, it has been included in the ISO CA0025 Auto Dealers Coverage Form.

CA7257(8-99) – Additional Insured – Lessor Of Leased Equipment

- Withdraw form, form has been replaced with an ISO form CA2545 Automatic Status or CA2047 General Liability Coverages – Lessor Of Leased Equipment.

CA7276(7-14) – Dealers Insurance Agents Errors And Omissions**CA7279(11-14) – Franchised Auto Dealers Errors And Omissions****CA7415(9-13) – Dealers Acts Errors And Omissions**

- Withdraw form, it has been replaced with ISO CA0025 Auto Dealers Coverage Form and EMC form CA7397.

CA7368(1-03) – Autos Leased

- Withdraw form, the form has been replaced with CA7326 Leasing Or Rental Concerns – Contingent Physical Damage Insurance Endorsement.

CA7398(7-14) – Garage Enhancement Extension**CA7420(7-14) – Garage Dealers Endorsement**

- Withdraw form, ISO withdrew the CA0005 Garage Coverage Form and introduced CA 0025 Auto Dealers Coverage Form.

CA7400(7-14) – Garage Enhancement Extension

- Withdraw form, it has been replaced with Auto Dealer Elite CA7475 Auto Dealers Elite Extension.

CA7416(3-09) – Extended Reporting Period Employee Benefits**CA7417(3-09) – Extended Reporting Period Employee Benefits**

- Withdraw form and replace with the ISO introduced Employee Benefits Liability endorsement form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

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

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

Paragraph 2 of cancellation (Common Policy Conditions) is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

IMPORTANT NOTICE TO POLICYHOLDERS

Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to <http://go.cms.gov/mirngbp> or consult with your attorney.