



POLICYHOLDER NOTICE

CNA Commercial Insurance
333 S. Wabash Ave.
Chicago, Illinois 60604-4153

Regarding Your: CNA Commercial Insurance Coverage

Dear CNA Policyholder:

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

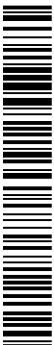
Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit **all** United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your renewal policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups) any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

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IMPORTANT INFORMATION

TO OUR CALIFORNIA COMMERCIAL AUTOMOBILE POLICYHOLDERS

Your policy premium includes a one dollar, seventy-six cents (\$1.76) California Automobile Theft Fraud Assessment fee.

In accordance with Sections 1872.8(a), 1872.81(a) and 1874.8(a) the one dollar, seventy-six cents (\$1.76) motor vehicle fee will be applied to each vehicle insured on your policy.

If you should have any questions about this surcharge, please contact your CNA Independent Agent.

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Business Auto**Renewal Declaration**

POLICY NUMBER C 6046355243	COVERAGE PROVIDED BY Nat'l Fire Ins Co of Hartford 333 S. WABASH CHICAGO, IL. 60604	FROM - POLICY PERIOD - TO 05/18/2018 05/18/2019
	INSURED NAME AND ADDRESS 1ST UNITED CREDIT UNION 5901 GIBRALTAR DR PLEASANTON, CA 94588-2718	
AGENCY NUMBER 060692	AGENCY NAME AND ADDRESS LOCKTON COMPANIES, LLC 444 W. 47TH ST., #900 KANSAS CITY, MO 64112 Phone Number: (816)960-9000	
BRANCH NUMBER 310	BRANCH NAME AND ADDRESS KANSAS CITY BRANCH 7400 COLLEGE BLVD. STE. 650 OVERLAND PARK, KS 66210 Phone Number: (913)661-2700	

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium is	\$7,622.00
California Auto Fraud Assessment Surcharge	\$8.80
Total Policy Charges	\$7,630.80

Audit Period is Not Auditable

In return for the payment of the premium, and subject to all the terms and conditions contained here-in, we agree to provide the insurance as stated.

POLICY NUMBER

C 6046355243

INSURED NAME AND ADDRESS

1ST UNITED CREDIT UNION

5901 GIBRALTAR DR

PLEASANTON, CA 94588-2718

ITEM TWO**Schedule Of Coverages and Covered Autos**

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

<u>COVERAGES</u>	<u>COVERED AUTO SYMBOL</u>	<u>LIMIT</u>	<u>PREMIUM</u>
Liability	1	\$1,000,000	\$4,453
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement.	
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated in Each Added Personal Injury Protection Endorsement.	
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement.	
Auto Medical Payments	7	\$5,000	\$160
Medical Expense and Income Loss Benefits (Virginia Only)		Separately Stated in The Medical Expense and Income Benefits Endorsement.	
Uninsured Motorists	2	\$1,000,000	\$730
Underinsured Motorists (When Not Included In Uninsured Motorist Coverage)			

POLICY NUMBER
C 6046355243

INSURED NAME AND ADDRESS
1ST UNITED CREDIT UNION
5901 GIBRALTAR DR
PLEASANTON, CA 94588-2718

ITEM TWO
Schedule Of Coverages and Covered Autos (Cont'd)

<u>COVERAGES</u>	<u>COVERED AUTO SYMBOL</u>	<u>LIMIT</u>	<u>PREMIUM</u>
Physical Damage Comprehensive Coverage	7, 8	Actual Cash Value or Cost Of Repair, Whichever is Less, Minus \$1,000 Deductible for Each Covered Auto, But no Ded- uctible Applies to Loss Caused By Fire Or Lightning. See Item Four For Hired or Borrowed Autos.	\$362
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost Of Repair, Whichever is Less, Minus Deductible for Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired or Borrowed Autos.	
Physical Damage Collision Coverage	7, 8	Actual Cash Value or Cost Of Repair, Whichever Is Less, Minus Deductible for Each Covered Auto. See Item Four For Hired or Borrowed Autos.	\$774
Physical Damage Towing and Labor	7	\$50 For Each Disablement of A Private Passenger Auto.	\$5
		Premium for Endorsement:	\$1,138
		Estimated Total Premium:	\$6,484.00



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C 6046355243	1ST UNITED CREDIT UNION
	5901 GIBRALTAR DR
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ITEM THREE: Scheduled Of Covered Autos You Own
 Except for Towing, All Physical Damage Loss Is Payable To You And Any Loss Payee Named On the Commercial Automobile Schedule For The Covered Auto Number At The Time Of the Loss

For The Coverages Shown for Each Covered Auto, Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding Item Two column applies instead.

Vehicle				Model			Cost	Class
Number	State	Territory	Year	Description	Serial Number		New	Code
1	CA	075	2010	LEXUS RX 350	JTJBK1BA4A2006868		52,000	7398
2	CA	075	2013	TOYOTA VENZA LE	4T3ZA3BB9DU079013		30,827	7398
3	CA	075	2008	LEXUS RX 350	2T2GK31U58C056797		38,000	7398
4	CA	075	2014	FORD F150 SUPER CAB	1FTEX1CM8EKE47824		31,706	7398
5	CA	075	2018	HONDA CR-V EXL	5J6RW1H85JL002102		29,450	7398

PREMIUMS-LIMITS AND DEDUCTIBLES								
			PPI			Uninsured Underinsured		
Vehicle	Liability	PIP	Added PIP	(Michigan)	Medical	Payments	Motorists	Motorists
Number	Premium	Premium	Premium	Premium	Limit	Premium	Premium	Premium
1	661				5,000	32	146	
2	661				5,000	32	146	
3	661				5,000	32	146	
4	661				5,000	32	146	
5	661				5,000	32	146	

		Medical						
		Expense	Specified					
Vehicle	Loss (VA)	Income	Cause of	Comprehensive	Collision	Towing	Total	
Number	Premium	Premium	Loss	Deduct	Premium	& Labor	Vehicle	
						Premium	Premium	
1				1,000	23	1,000	136	1
2				1,000	23	1,000	160	1
3				1,000	15	1,000	99	1
4				1,000	24	1,000	169	1
5				1,000	27	1,000	210	1

POLICY NUMBER

C 6046355243

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PLEASANTON, CA 94588-2718

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**LIABILITY COVERAGE - COST OF HIRE RATING BASIS
(OTHER THAN MOBILE OR FARM EQUIPMENT)**

STATES	LIABILITY COVERAGE	ESTIMATED COST OF HIRE FOR ALL STATES	PREMIUM
CA	Excess Coverage	IF ANY	\$425 *
		Total Premium	\$425

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



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C 6046355243	1ST UNITED CREDIT UNION
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ITEM FOUR:

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

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

COVERAGES	LIMIT OF INSURANCE
Comprehensive	Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire or Lightning.

STATES	DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	PREMIUM
CA	None	IF ANY	\$250

Specified Cause of Loss	Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto For Loss Caused By Mischief or Vandalism.
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STATES	DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	PREMIUM
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Collision	Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto.
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STATES	DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	PREMIUM
CA	\$1,000	IF ANY	Included

TOTAL PREMIUM:	\$250
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For Physical Damage coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

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ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number of Employees	150	\$723
	Number of Partners (Active and Inactive)		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operations of Autos		
	Number of Partners (Active and Inactive)		
Social Service Agencies	Number of Employees		
	Number Volunteers Who Regularly Use Autos To Transport Clients		
	Number of Partners (Active and Inactive)		
Total Premiums:			\$723



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C 6046355243

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1ST UNITED CREDIT UNION
5901 GIBRALTAR DR
PLEASANTON, CA 94588-2718

ITEM SIX: SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS
LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Address of Business Headquarters Location:

TYPE OF RISK (CHECK ONE): ☐ Public Autos ☐ Leasing Or Rental Concerns
RATING BASIS (CHECK ONE): ☐ Gross Receipts (Per \$100) ☐ Mileage (Per Mile)

Estimated Yearly (Gross Receipts Or Mileage):

PREMIUMS

Liability	Personal Injury Protection	Added Personal Injury Protection	Property Protection Insurance (Michigan Only)
Auto Medical Payments	Medical Expense And Income Loss Benefits (Virginia Only)	Comprehensive	Specified Causes of Loss
	Collision	Towing And Labor	

When used as a premium basis;

FOR PUBLIC AUTOS

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

Gross receipts does not include:

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

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

FOR RENTAL OR LEASING CONCERNS

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

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

POLICY NUMBER

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5901 GIBRALTAR DR

PLEASANTON, CA 94588-2718

COMMERCIAL AUTOMOBILE LOSS PAYEE SCHEDULE

"Any Loss Payee that has a financial interest in a covered "auto" for which we are providing physical damage coverage for that covered "auto" under this policy."



POLICY NUMBER

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INSURED NAME AND ADDRESS1ST UNITED CREDIT UNION
5901 GIBRALTAR DR
PLEASANTON, CA 94588-2718**ADDITIONAL INSURED - LESSOR SCHEDULE**

"Any Lessor of a covered "auto" for which we are providing any coverage for that covered "auto" under this policy."

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FORMS AND ENDORSEMENTS SCHEDULE

FORM NUMBER		FORM TITLE
CA0001	10/2013	Business Auto Coverage Form
CA0143	10/2013	California Changes
CA0305	02/1997	California Changes - Waiver of Collision Ded
CA0424	10/2013	California Auto Medical Payments Coverage
CA2001	10/2013	Additional Insured - Lessor
CA2019	10/2013	Repossessed Autos
CA2054	10/2013	Employee Hired Autos
CA2154	10/2013	California Uninsured Motorists - Bodily Injury
CA9916B	10/2013	Hired Autos Specified as Covered Autos You Own
CA9923	03/2010	Rental Reimbursement Coverage
CA9933	10/2013	Employees As Insureds
CA9944	10/2013	Loss Payable Clause
G144291A	03/2003	Economic And Trade Sanctions Condition
IL0003	09/2008	Calculation of Premium
IL0017	11/1998	Common Policy Conditions
IL0021	04/1998	Nuclear Energy Liab Exclusion Endt (Broad Form)
IL0270	09/2012	California Changes - Cancellation and Nonrenewal
SCA23500D	10/2011	Extended Coverage Endorsement - BA PLUS

***** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY *****

FORM NUMBER		FORM TITLE
G138878A	08/2000	Important Information
G140367C	04/2010	Important Information - For Our CA Policyholders
G142630A	05/2002	Imp. Info.- For Our Commercial Auto Policyholders
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition
G300699B	07/2014	CA Automobile Fraud Assessment Policyholder notice




Chairman of the Board

Countersignature


Secretary

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.

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

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

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this 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.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, 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.

- A.** The term "spouse" is replaced by the following:
Spouse or registered domestic partner under California law.
- B.** The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
- 1.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by the business described in Paragraph **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **1.a.** is excess over any coverage available to that person.
 - 2.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", an "insured" under the Coverage Form described in Paragraph **2.a.** is operating an "auto" owned by a person described in Paragraph **2.b.**, then the Coverage Form issued to the business described in Paragraph **2.a.** is primary and the liability coverage issued to a person described in Paragraph **2.b.** is excess over any coverage available to the business.
 - 3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a.** One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b.** The other provides coverage to a person other than as described in Paragraph **3.a.**; and
 - c.** At the time of an "accident", a person who is not the Named Insured of the policy described in Paragraph **3.a.**, and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.**, then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.

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4. Notwithstanding Paragraph **B.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:

- a. One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
- b. The other provides coverage to a Named Insured not engaged in that business; and
- c. At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.**, then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

C. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

- 1. Used or maintained for the transportation of persons for hire, compensation or profit;
- 2. Designed, used or maintained primarily for the transportation of property; or
- 3. Leased for a period of six months or more.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CALIFORNIA CHANGES – WAIVER OF
COLLISION DEDUCTIBLE**

For a covered "auto" licensed or principally garaged in or "garage operations" conducted in California this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Endorsement Effective:	
Named Insured:	Countersigned By:

(Authorized Representative)

SCHEDULE

Waiver Of Collision Deductible	
Designation Or Description Of Covered "Auto"	Premium
On File With Company	\$ Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. When Physical Damage Coverage provides coverage for a "loss" to a covered "auto" caused by its collision or upset, and:

1. The "loss" involves an "uninsured motor vehicle"; and
2. You are legally entitled to recover the full amount of your "loss" from the owner or operator of the "uninsured motor vehicle"; and
3. The Schedule indicates that the Waiver Of Collision deductible provision applies to the covered "auto"; then

We will pay the full deductible. Subject to the above, if you are legally entitled to recover only a percentage of

your "loss", we will pay that percentage of your deductible. However, if the amount of the "loss" is less than your deductible, we will pay the percentage of the "loss" that you are legally entitled to recover. In no event will we pay more than the amount of the "loss".

B. Conditions

1. The following is added to the **Conditions** Section:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled

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by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. The arbitration must be formally instituted by the "insured" within one year from the date of the "accident". Each party will bear the expenses of the arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. The decision of the arbitrator will be binding.

2. Paragraph 2.a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Loss Condition is replaced as follows:

- a. You must report the "accident" or "loss" to us or our agent within ten business days. You must tell us how, when and where the "loss" happened. You must assist in obtaining names and addresses of any injured persons and witnesses.

C. Additional Definitions

As used in this endorsement:

1. For Physical Damage Coverage:

- a. "Auto" means a self-propelled motor vehicle. However, it does not include:
 - (1) A vehicle transporting persons for hire, compensation or profit, other than a van pool vehicle;
 - (2) A vehicle designed, used or maintained primarily for the transportation of property; or

(3) "Mobile equipment"

- b. "Uninsured motor vehicle" means a land motor vehicle or trailer which is involved in a collision with a covered "auto" and for which:

- (1) No liability bond or policy at the time of an "accident" provides at least the amount required for property damage liability by the California Financial Responsibility Law; or
- (2) The insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent.

The collision must involve direct physical contact between a covered "auto" and the "uninsured motor vehicle" and:

- (1) The owner or operator of that vehicle must be identified; or
- (2) The "uninsured motor vehicle" must be identified by its license number.

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AUTO MEDICAL PAYMENTS 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.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

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

E. Changes In Conditions

The **Conditions** are changed for Auto Medical Payments Coverage as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
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: 1ST UNITED CREDIT UNION

Endorsement Effective Date: 05/18/2018

SCHEDULE

Insurance Company: Nat'l Fire Ins Co of Hartford

Policy Number: C 6046355243

Effective Date: 05/18/2018

Expiration Date: 05/18/2019

Named Insured: 1ST UNITED CREDIT UNION

Address: 5901 GIBALTAR DR

PLEASANTON, CA 94588-2718

Additional Insured (Lessor):

Address:

Designation Or Description Of "Leased Autos":

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Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto."

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 - If you cancel the policy, we will mail notice to the lessor.
 - Cancellation ends this agreement.
- D.** The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 19 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPOSSESSED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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: 1ST UNITED CREDIT UNION

Endorsement Effective Date: 05/18/2018

SCHEDULE

Covered Autos Liability Coverage	
Limit	Premium
\$ 1,000,000	\$ INCLUDED
Minimum Premium	\$

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Physical Damage Coverage		
Location Number: 1		
Coverages	Limit Of Insurance For Each Location	Premium
Comprehensive	\$ Limit Of Insurance	\$ INCLUDED
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ 30,000 Limit Of Insurance	
	\$ 1,000 Deductible For All Perils For Each Covered Auto	
	\$ 2,500 Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Fire	\$	\$
Fire And Theft	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	
Limited Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	

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Location Number: 2		
Coverages	Limit Of Insurance For Each Location	Premium
Comprehensive	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$ Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ Limit Of Insurance	
	\$ Deductible For All Perils For Each Covered Auto	
	\$ Maximum Deductible For All Loss In Any One Event	
Fire	\$	\$
Fire And Theft	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	
Limited Specified Causes Of Loss	\$ Limit Of Insurance	\$
	\$ Deductible For Each Covered Auto For Loss Caused By Theft	
	\$ Maximum Deductible For All Theft Loss In Any One Event	

All Locations	Collision	\$ 30,000	Limit Of Insurance	\$ INCLUDED
		\$ 1000	Deductible For Each Covered Auto	
Total Premium				\$ INCLUDED

Locations Where You Store Repossessed Autos	
Location Number	Address (State your main business location as location Number 1.)
1	NO SPECIFIC LOCATION
2	
Limit Of Insurance For Unlisted Locations: \$	

Premium Basis – Reporting (Quarterly or Monthly) Or Nonreporting (Indicate below with an "X" which Reporting Basis is selected.)	
<input type="checkbox"/>	Reporting Basis (Quarterly or Monthly as indicated below) You must report to us on our form the location of the "autos" you repossess and their total value at each such location. For your main location identified as Location Number 1, you must include the total value of all "autos" you repossess and "autos" you repossess that are temporarily stored at locations other than those stated in the Schedule.
Your reporting basis is:	
<input type="checkbox"/>	Quarterly You must give us your first report by the 15th of the fourth month after the policy begins. Your subsequent reports must be given to us by the 15th of every third month. Your reports contain the value for the last business day of every third month coming within the policy period.
<input type="checkbox"/>	Monthly You must give us your reports by the 15th of every month. Your reports will contain the total values you had on the last business day of the preceding month.
Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year, we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums will be credited against the final premium due.	
<input checked="" type="checkbox"/>	Nonreporting Basis Stated Limit Of Insurance shown in the Schedule applies.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. This endorsement provides only those coverages where a premium or Limit of Insurance is shown.

B. The **Covered Autos Liability** and **Physical Damage Coverage** sections are amended as follows:

1. Any "auto" you repossess is a covered "auto", but only while:
 - a. Being repossessed by you;
 - b. Held by you at locations listed in the Schedule for sale after repossession; or
 - c. Pending delivery after sale.

2. The following exclusion is added:

This insurance does not apply to:

Any "auto" while used for other business or personal purposes.

C. The Who Is An Insured provision under Covered Autos Liability Coverage does not include anyone from whom an "auto" has been repossessed.

D. The following is added to the **Limit Of Insurance** provision of the **Physical Damage Coverage** section:

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

2. Quarterly Or Monthly Reporting Premium Basis

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

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

3. Nonreporting Premium Basis

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
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 Covered Autos Liability Coverage

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, 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: 1ST UNITED CREDIT UNION

Endorsement Effective Date: 05/18/2018

SCHEDULE

Limit Of Insurance: \$ 1,000,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

However, Exclusion **4.** shall not apply to "bodily injury" sustained by an individual Named Insured or "family member" when struck by a vehicle owned by that "insured" and operated or caused to be operated by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and to which that "insured" is not a party to.

5. "Bodily injury" sustained by an individual Named Insured or any "family member" while "occupying" any vehicle leased by that Named Insured or any "family member" under a written contract for a period of six months or more that is not a covered "auto".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. "Bodily injury" sustained by an "insured" while "occupying" any "auto" that is rented or leased to that "insured" for use as a public or livery conveyance. However, this exclusion does not apply if the "insured" is in the business of providing public or livery conveyance.
8. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. For a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", our Limit of Insurance shall be reduced by all sums paid because of "bodily injury" by or for anyone who is legally responsible, including all sums paid or payable under this policy's Covered Autos Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for California Uninsured Motorists Coverage – Bodily Injury as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Send us copies of the legal papers if a "suit" is brought. In addition, a person seeking coverage under Paragraph **b.** of the definition of "uninsured motor vehicle" must:
 - (1) Provide us with a copy of the complaint by personal service or certified mail if the "insured" brings an action against the owner or operator of such "uninsured motor vehicle";
 - (2) Within a reasonable time, make all pleadings and depositions available for copying by us or furnish us copies at our expense; and
 - (3) Provide us with proof that the limits of insurance under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

No legal action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form and with respect to Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle" unless within two years from the date of the "accident":

- a. Agreement as to the amount due under this insurance has been concluded;
- b. The "insured" has formally instituted arbitration proceedings against us. In the event that the "insured" decides to arbitrate, the "insured" must formally begin arbitration proceedings by notifying us in writing, sent by certified mail, return receipt requested; or

- c. "Suit" for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction.

Written notice of the "suit" must be given to us within a reasonable time after the "insured" knew, or should have known, that the other motorist is uninsured. In no event will such notice be required before two years from the date of the accident. Failure of the "insured" or his or her representative to give us such notice of the "suit" will relieve us of our obligations under this Coverage Form only if the failure to give notice prejudices our rights.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

- a. With respect to Paragraphs **a.**, **c.** and **d.** of the definition of "uninsured motor vehicle", if we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- b. With respect to Paragraph **b.** of the definition of "uninsured motor vehicle", if we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.



c. If the coverage under this Coverage Form is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

F. Additional Definitions

The following are added to the **Definitions** section:

1. "Family member" means the individual Named Insured's spouse, whether or not a resident of the individual Named Insured's household, and any other person related to such Named Insured by blood, adoption, marriage or registered domestic partnership under California law, who is a resident of such Named Insured's household, including a ward or foster child.
 2. "Occupying" means in, upon, getting in, on, out or off.
 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance for this coverage;
 - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must make physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - e. That is owned by an individual Named Insured or "family member" and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - b. Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing; or
 - c. Designed or modified for use primarily off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO
CA 99 16 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

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: 1ST UNITED CREDIT UNION

Endorsement Effective Date: 05/18/2018

SCHEDULE

Description Of Auto:

All Long Term Leased "Autos" when the term of the lease is 6 months or longer.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.

B. Changes In Covered Autos Liability Coverage

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

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**RENTAL REIMBURSEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
Comprehensive	On File With Company.	\$ 30	30	\$ 900	\$Included
Collision	On File With Company.	\$ 30	30	\$ 900	\$Included
Specified Causes Of Loss		\$		\$	\$
Total Premium					\$Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.
- B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
1. The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.



- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period."
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

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.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto."
- B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

- D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

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

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and

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(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with

your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual

"employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

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IMPORTANT INFORMATION

FOR OUR COMMERCIAL AUTOMOBILE POLICYHOLDERS

This notice is for illustration purposes only and contains only a general description of changes in coverage and exclusions; and should not be construed as a statement of contract. All coverages are subject to the exclusions and conditions in the policy itself. This notice does not reference every editorial change made in these forms and endorsements.

The changes to the Commercial Automobile Coverage Form may represent a broadening, restriction or clarification of coverage. Separate coverage endorsements may broaden, restrict or clarify your coverage.

Please review your policy and the endorsements attached to your policy carefully.

BROADENING OF COVERAGE – POLICY FORMS

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 12 – Truckers Coverage Form

CA 00 20 – Motor Carrier Coverage Form

- The Supplementary Payments provision in these forms has been revised to increase the
 - maximum daily payment for loss of earnings from \$100 per day to \$250 per day to more adequately address the earnings of many professions; and
 - limit provided for the cost of bail/bonds from \$250 to \$2,000.
- **Note:** the following broadening also applies to **CA 00 10 – Business Auto Physical Damage Coverage Form**. The Who Is An Insured provision and hired and non-owned coverage symbols have been revised to acknowledge the existence of a new form of business entity known as a limited liability company by specifying members of limited liability companies as insureds.
- These coverage forms have been revised to give leased workers the same insured status as conventional employees under the Commercial Auto Program. This is accomplished, in part, by introducing a definition of “employee” which states that the term “employee” includes a leased worker. Additionally, to distinguish between “leased workers” and “temporary workers,” new definitions of these terms were introduced.

BROADENING OF COVERAGE – MULTISTATE ENDORSEMENTS

CA 20 09 – Leasing Or Rental Concerns – Contingent Coverage

CA 20 14 – Leasing Or Rental Concerns – Second Level Coverage

CA 23 20 – Truckers Endorsement

CA 25 05 – Garage Locations And Operations Medical Payments Coverage

CA 25 08 – Personal Injury Liability Coverage – Garages

CA 24 14 – Broadened Coverage – Garages

CA 99 03 – Auto Medical Payments Coverage

CA 99 13 – Fiduciary Liability Of Banks

CA 99 33 – Employees As Insureds

CA 99 47 – Employee As Lessors

These endorsements have been revised to give leased workers the same insured status as conventional employees under the Commercial Auto Program. This is accomplished, in part, by introducing a definition of “employee” which states that the term “employee” includes a leased worker. Additionally, to distinguish between “leased workers” and “temporary workers,” new definitions of these terms were introduced.



CA 23 20 – Truckers Endorsement

CA 25 08 – Personal Injury Liability Coverage – Garages

CA 24 14 – Broadened Coverage – Garages

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage – Customers Sound Receiving Equipment

- The Supplementary Payments/Loss of Earnings Coverage Extension in these endorsements has been revised to increase:
 - the maximum daily payment for loss of earnings from \$100 per day to \$250 per day to more adequately address the earnings of many professions; and
 - the limit provided for the cost of bail/bonds from \$250 to \$2,000.
- The Who Is An Insured provision in these endorsements has been revised to acknowledge the existence of a new form of business entity known as a limited liability company by specifying members of limited liability companies as insureds.

CA 02 40 – Suspension of Insurance

This endorsement has been revised to provide an option for suspension of coverage not specifically listed, such as No-Fault, if allowable by law.

CA 20 19 – Repossessed Autos

This endorsement has been revised to add an option which affords coverage for repossessed autos stored at locations other than those specifically described in the schedule, along with corresponding language regarding how the coverage is tied to the location.

CA 20 47 – Additional Insured – Lessor Of Leased Equipment

This new endorsement modifies the non-auto coverage provided by the Garage Coverage Form to include a lessor of leased equipment as an additional insured. However, this endorsement limits the coverage for the additional insured to the **existence hazard** of equipment leased to a garage or repair shop by the owner of such equipment.

CA 20 48 – Designated Insured

This new endorsement allows a company to specifically identify by name, as an insured for vicarious liability, an insured covered under the Who Is An Insured provision of the Coverage Forms.

CA 20 49 – Additional Insured – Garages – Grantor of Franchise

This new endorsement broadens the scope of the Who Is An Insured provision of Section II of the Garage Coverage Form to include an insured the grantor of a franchise only with respect to its vicarious liability as the grantor of a franchise to the named insured.

CA 23 24 – Agricultural Produce Trailers – Seasonal

This new endorsement provides coverage for scheduled trailers with a gross vehicle weight of 2,000 pounds or more used to haul specific produce on a seasonal basis for stated period(s) of time, as designated in the endorsement.

CA 23 25 – Coverage For Injury To Leased Workers

This new endorsement provides coverage to the insured for injuries sustained by leased workers while performing duties related to the conduct of the insured's business.

CA 25 03 – False Pretense Coverage

The Exclusions have been amended to explicitly provide False Pretense coverage for vehicles on consignment.

CA 99 10 – Drive Other Car Coverage – Broadened Coverage for Named Individuals

This endorsement is revised to eliminate the \$50 mandatory deductible applicable to collision coverage. Full coverage is provided for Drive Other Car collision coverage.

CA 00 22 – Changes In Commercial Auto Coverage Form

This new endorsement provides coverage for an insured's legal obligation for expenses resulting from the loss of use of a rental vehicle hired or rented by an insured, subject to limits of \$15 per day, to a maximum of \$450. Provides worldwide coverage, subject to restrictions, for a covered auto of the private passenger type that is leased, hired, rented or borrowed without a driver.

CA 20 54 – Employee Hired Autos

This new endorsement expands the Who is An Insured provision to provide coverage for employees who rent vehicles in their own names while performing duties related to the insured's business.

CA 20 55 & CA 20 56 – Fellow Employee Coverage & Fellow Employee Coverage For Designated Employees / Position

These new endorsements may be used to delete the Fellow Employee exclusion from the policy or delete it for certain employees or positions in a company.

RESTRICTIONS IN COVERAGE – MULTISTATE ENDORSEMENTS

CA 25 03 – False Pretense Coverage

An exclusion has been added for a loss incurred when a bank or any other drawee fails to pay.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS

All Commercial Auto coverage forms contain minor editorial revisions to provide for consistency among policies. Additionally, these coverage forms have been revised to incorporate other various revisions which serve to clarify coverage. The changes to each coverage form are described below.

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 10 – Business Auto Physical Damage Coverage Form

CA 00 12 – Truckers Coverage Form

CA 00 20 – Motor Carrier Coverage Form

- The Transportation Expense coverage extension provision is clarified to state that coverage is afforded solely for the temporary transportation expenses incurred by an insured because of the total theft of a covered auto.
- To maintain consistency with the Commercial General Liability (CGL) program, we have amended the Supplementary Payments and Conditions provisions to clarify that it is the insured, and not a suit, which the insurer may be called upon to defend.
- The Duties In The Event Of Accident, Claim, Suit Or Loss Condition has been revised to add "conditions precedent" lead-in language to clarify that the insured must fulfill the specific duties of this condition before coverage applies.
- To keep pace with technology (such as laser detectors and jamming equipment) that has been or may be introduced into the market, the Physical Damage Coverage Exclusion for loss to "Equipment designed or used for the detection or location of radar" has been clarified to apply to all "speed measurement equipment."

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Garage Coverage Form

CA 00 12 – Truckers Coverage Form

CA 00 20 – Motor Carrier Coverage Form

The exception to Exclusion 4. Employee Indemnification And Employers Liability in Section II – Liability Coverage is revised to clarify what types of employees are included within the term "domestic."

CA 00 01 – Business Auto Coverage Form



CA 00 05 – Garage Coverage Form

CA 00 10 – Business Auto Physical Damage Coverage Form

CA 00 12 – Truckers Coverage Form

Under the DEFINITIONS section of the policy we are adding quotation marks to the word “trailer” in the “auto” definition to indicate that “trailer” is a defined term.

CA 00 05 – Garage Coverage Form

- This form has been revised to delete the quotation marks from the word “suit” under **8. Pollution Exclusion – Garage Operations Other Than Covered Autos** paragraph **(d)2.**, to track with the Total Pollution Exclusion Garage Coverage Form Non-Auto Exposures Endorsement **CA 25 16** as well as the CGL program. The use of the term “suit” may be too restrictive because the term does not include an action by or on behalf of a government authority.
- For improved consistency within the Commercial Auto Program, symbol “30” – Autos Left With You For Service, Repair, Storage Or Safekeeping in the Garage Coverage Form is being revised to track with the definition of “customer’s auto” in endorsements **CA 99 37 – Garagekeepers Coverage** and **CA 99 59 – Garagekeepers Coverage – Customer Sound Receiving Equipment**.
- This form is being revised to clarify that diminution of market or resale value is not a covered auto dealership physical damage loss.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – MULTISTATE ENDORSEMENTS

CA 23 20 – Truckers Endorsement

CA 25 08 – Personal Injury Liability Coverage – Garages

CA 25 14 – Broadened Coverage – Garages

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage – Customer Sound Receiving Equipment

To maintain consistency with the Commercial General Liability Program, we have amended the Supplementary Payments provisions to clarify that it is the insured, and not a suit, which the insurer may be called upon to defend.

CA 02 40 – Suspension Of Insurance

CA 20 15 – Mobile Equipment

CA 20 27 – Registration Plates Not Issued For A Specific Auto

The above endorsements’ Schedules are revised to include reference to an underinsured motorists (UIM) limit of insurance and UIM premium information where reference to uninsured motorists is currently provided.

CA 20 21 – Snowmobiles

- The above endorsement’s Schedule is revised to include reference to an underinsured motorists (UIM) limit of insurance and UIM premium information where reference to uninsured motorists is currently provided.
- We are also adding quotation marks around the word “occupying” under the Exclusions in paragraph **B.3.** to indicate that it is a defined term.

CA 23 17 – Truckers – Intermodal Interchange Uniform Endorsement Form UIIE – 1

Various revisions have been made to this endorsement in response to changes made in the Uniform Intermodal Interchange and Facility Access Agreement (UIIA) by the Intermodal Association of North America (IANA). The revisions include:

- stating that all participating Equipment Providers with whom the Motor Carrier is interchanging Equipment be named as additional insured on the Motor Carrier’s Auto Liability Policy; and
- revising the IANA address and cancellation procedure.

CA 25 03 – False Pretense Coverage

The Duties In The Event Of Accident, Claim, Suit Or Loss Condition has been revised to clarify that the insured "take reasonable steps to cause a warrant to be issued" for anyone causing a "loss" as defined in the endorsement, instead of requiring the insured to obtain a warrant. This change recognizes that the issuance of a warrant is not within the control of an insured. In addition, the numerical reference that refers to the limit of insurance (\$25,000) has been replaced with a generic reference that refers to the limit shown in the declarations.

CA 25 14 – Broadened Coverage – Garages

- This endorsement has been revised to include lead-in language which clarifies that the coverages provided by the endorsement apply only to the non-auto portion of "garage operations" and not to the use of a covered "auto."
- For consistency with the CGL program, this endorsement is also revised to clarify that the term "bodily injury," as used with the endorsement, included professional health care services.

CA 99 03 – Auto Medical Payments Coverage

The exception to Exclusion 4. is revised to clarify what types of employees are included within the term "domestic."

CA 99 28 – Stated Amount of Insurance

- To more clearly delineate the method in which the chosen deductible applies to a covered loss, this endorsement was revised to:
 - Add lead-in language to paragraph **C. Limit of Insurance and Deductible** and new paragraph **D. Deductible** to indicate that the insurance provided by the endorsement is reduced by the chosen deductible; and
 - Insert a notice below the Schedule to indicate that the amount shown in the Schedule is not necessarily the amount that will be received at the time of loss.
- Additionally, the revision also clarifies that the repair or replacement of damaged or stolen property will be done with property of like kind and quality.

CA 99 37 – Garagekeepers Coverage

CA 99 59 – Garagekeepers Coverage – Customer Sound Receiving Equipment

- To keep pace with technology (such as laser detectors and jamming equipment) that has been or may be introduced into the market, the Physical Damage Coverage Exclusion for loss to "Equipment designed or used for the detection or location of radar" has been clarified to apply to **all** "speed measurement equipment."
- The Schedules of these endorsements have been revised to clarify:
 - the lead-in to the Direct Coverage Options to convey the notion that the Direct Coverage Options are not mutually exclusive of the underlying legal liability coverage; and
 - the language describing the Excess Insurance Option to state that in addition to the underlying legal liability coverage, coverage also applies on an excess basis when the insured is not legally liable.

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IMPORTANT INFORMATION FOR OUR CALIFORNIA POLICYHOLDERS

**CALIFORNIA AUTO BODY REPAIR CONSUMER
BILL OF RIGHTS**

(This form was developed by the California Department of Insurance)

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORING SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811

California Department of Consumer Affairs
Bureau of Automotive Repair
10240 Systems Parkway
Sacramento, CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: **www.autorepair.ca.gov**

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at **www.insurance.ca.gov**



IMPORTANT INFORMATION

FOR OUR COMMERCIAL AUTOMOBILE POLICYHOLDERS

Dear Customer and Agent:

Due to increasing requirements imposed by states for insurance reporting or verification, CNA requires detailed information for every vehicle insured on your policy. The following information must be provided for every vehicle insured by CNA prior to the effective date of coverage. Failure to provide this information may result in fines or suspension of your vehicle registration by the state.

- Year, make and model of each vehicle
- License Plate number assigned to the vehicle
- Complete Vehicle Identification Number (VIN) - in most cases 17 digits
- Registrant name for the vehicle as shown exactly on the registration documents for the vehicle

If Registrant is an individual provide date of birth & Drivers License Number including the state of issue.

If Registrant is other than a person – provide tax identification or Federal Employer Identification Number (FEIN)

- Registrant Address

Please call your agent or broker with this information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person

or entity who is otherwise subject to U.S. economic or trade sanctions;

4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
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. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION
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".

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"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.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a.** 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

- b.** 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a.** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

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- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
 - b.** We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.



- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



333 S Wabash
Chicago, Illinois 60604

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
C6046355243	05/18/18	05/18/19		National Fire Insurance of Hartford	060692310
Named Insured And Address				Agent	
1ST UNITED CREDIT UNION 5901 GIBRALTAR DR PLEASANTON, CA 94588-2718				LOCKTON COMPANIES, LLC 444 W. 47TH ST., #900 KANSAS CITY, MO 64112	

** PAYMENT PLAN SCHEDULE **

IT IS AGREED THAT THE TOTAL ESTIMATED PREMIUM SHOWN IN
THE DECLARATIONS OF THIS POLICY IS PAYABLE AS FOLLOWS:

EFFECTIVE DATE	PREMIUM
05/18/2018	\$7,630.80
TOTAL PREMIUM	\$7,630.80

ISSUE DATE 04/30/18





30120004360463552430860

Your Auto ID Card



TEAR OUT ALONG DOTTED LINES



CALIFORNIA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD

Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number JTJBK1BA4A2006868
Year 2010 Vehicle Description LEXUS RX 350
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

Name and Address of Office Issuing This Card
LOCKTON COMPANIES, LLC
444 W. 47TH ST., #900
KANSAS CITY, MO 64112

This card must be carried in the vehicle at all times as evidence of insurance.

G-55373-A (Ed. 09/85)


Authorized Representative



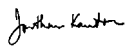
CALIFORNIA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD

Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number JTJBK1BA4A2006868
Year 2010 Vehicle Description LEXUS RX 350
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

Name and Address of Office Issuing This Card
LOCKTON COMPANIES, LLC
444 W. 47TH ST., #900
KANSAS CITY, MO 64112

This card must be carried in the vehicle at all times as evidence of insurance.

G-55373-A (Ed. 09/85)


Authorized Representative

**THIS CARD MUST BE CARRIED IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the following
information:

1. Name and address of each driver, passenger and witness.
2. Name and Insurance Company and policy number for each
vehicle involved.
To report a claim you may call: (New)
CNA Commercial Liability Claims Department
(877) CNA-ASAP (877-262-2727)
Or
www.CNA.com

**THIS CARD MUST BE CARRIED IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the following
information:

1. Name and address of each driver, passenger and witness.
2. Name and Insurance Company and policy number for each
vehicle involved.
To report a claim you may call: (New)
CNA Commercial Liability Claims Department
(877) CNA-ASAP (877-262-2727)
Or
www.CNA.com



30120004360463552430861

Your Auto ID Card



TEAR OUT ALONG DOTTED LINES



CALIFORNIA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD

Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number 4T3ZA3BB9DU079013
Year 2013 Vehicle Description TOYOTA VENZA LE
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

Name and Address of Office Issuing This Card
LOCKTON COMPANIES, LLC
444 W. 47TH ST., #900
KANSAS CITY, MO 64112

This card must be carried in the vehicle at all times as evidence of insurance.

G-55373-A (Ed. 09/85)


Authorized Representative



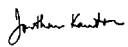
CALIFORNIA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD

Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number 4T3ZA3BB9DU079013
Year 2013 Vehicle Description TOYOTA VENZA LE
Insured 1ST UNITED CREDIT UNION
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Address PLEASANTON, CA 94588-2718

Name and Address of Office Issuing This Card
LOCKTON COMPANIES, LLC
444 W. 47TH ST., #900
KANSAS CITY, MO 64112

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G-55373-A (Ed. 09/85)


Authorized Representative

**THIS CARD MUST BE CARRIED IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the following
information:

1. Name and address of each driver, passenger and witness.
2. Name and Insurance Company and policy number for each
vehicle involved.
To report a claim you may call: (New)
CNA Commercial Liability Claims Department
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Or
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Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number 2T2GK31U58C056797
Year 2008 Vehicle Description LEXUS RX 350
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

Name and Address of Office Issuing This Card
LOCKTON COMPANIES, LLC
444 W. 47TH ST., #900
KANSAS CITY, MO 64112

This card must be carried in the vehicle at all times as evidence of insurance.

G-55373-A (Ed. 09/85)


Authorized Representative



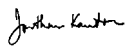
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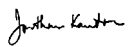
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Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number 1FTEX1CM8EKE47824
Year 2014 Vehicle Description FORD F150 SUPER C
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

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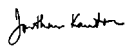
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Company Nat'l Fire Ins Co of Hartford
NAIC Number: 20478
Policy Number 6046355243 Effective Date 05/18/2018
Type of Dec CL Expiration Date 05/18/2019
Vehicle Identification Number 5J6RW1H85JL002102
Year 2018 Vehicle Description HONDA CR-V EXL
Insured 1ST UNITED CREDIT UNION
Name 5901 GIBRALTAR DR
Address PLEASANTON, CA 94588-2718

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