

EMPLOYERS MUTUAL CASUALTY COMPANY

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

POLICY PERIOD: FROM 11/02/13 TO 11/02/14

* POLICY NUMBER *
* 5 E 0 - 1 0 - 4 5 --- 14 *

ITEM ONE:

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

P R O D U C E R :

TECH, INC.
10601 LACKMAN RD
LENEXA KS 66219-1225LOCKTON COMPANIES, LLC/KC SERIE
444 W 47TH ST STE 900
KANSAS CITY MO 64112-1906

DIRECT BILL

AGENT: AK 7386

AGENT PHONE: 816-960-9000

INSURED IS: CORPORATION

BUSINESS DESC: AUTO PARTS DISTRIBUTOR

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE 'AUTOS' SHOWN AS COVERED 'AUTOS'. 'AUTOS' ARE SHOWN AS COVERED 'AUTOS' FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE COMMERCIAL AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMITS/DEDUCTIBLES	P R E M I U M
LIABILITY	01	\$ 1,000,000	.\$ 10,764.00
PERSONAL INJURY PROT.	05	SEE ENDORSEMENT	27.00
AUTO MEDICAL PAYMENTS	02	\$ 5,000	790.00
UNINSURED AND	02	SEE ENDORSEMENT CA7093A	917.00
UNDERINSURED MOTORISTS			
UNINSURED MOTORISTS	02	SEE ENDORSEMENT CA7093A	19.00
UNDERINSURED MOTORISTS	02	SEE ENDORSEMENT CA7093A	87.00

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

COMPREHENSIVE	07	SEE ITEM THREE	1,372.00
		FOR DED. FOR ALL LOSS	
		EXCEPT FIRE OR LIGHTNING	
COLLISION	07	SEE SCHEDULE FOR DED.	1,793.00

PREMIUM FOR ATTACHED ITEMS 4, 5, AND/OR 6 . 702.00

PREMIUM FOR ENDORSEMENTS . \$ 59.00

*ESTIMATED TOTAL POLICY PREMIUM . \$ 16,530.00

FORMS APPLICABLE:

3003C(05/10)*, CA0001(10/01)*, CA0038(12/02)*, CA0143(05/07)*,
CA0156(08/95)*, CA0159(06/05)*, CA0221(09/99)*, CA0305(02/97)*,

DATE OF ISSUE 11/12/13 (BPP)

CONTINUED

CA7000A 04-08 BPP 10/21/13 402 AB 5E01045 1401

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5E0-10-45---14

TECH, INC.

EFF DATE: 11/02/13

EXP DATE: 11/02/14

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

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*3003C	05-10	GLASS REPAIR FORM	
*CA0001	10-01	BUSINESS AUTO COVERAGE FORM	
		TERRORISM COVG INCL IN MAIN COV FORM	\$ 23
*CA0038	12-02	WAR EXCLUSION	
*CA0143	05-07	CALIFORNIA CHANGES	
*CA0156	08-95	NEBRASKA CHANGES	
*CA0159	06-05	UTAH CHANGES	
*CA0221	09-99	NEBRASKA CHANGES - CANCELLATION	
*CA0305	02-97	CA CHGS-WAIVER/COLLISION DEDUCTIBLE	
*CA0424	05-05	CALIFORNIA AUTO MEDICAL PAYMENTS COV	
*CA2136	03-06	UT UNINSURED MOTORIST COV - PROP DMG	
*CA2154	05-05	CA UNINSURED MOT COV - BODILY INJURY	
*CA2155	06-10	CA UNINSURED MOTORIST COV PROP DMG	
*CA2162	04-10	UT UNINSURED MOTORISTS COVERAGE	
*CA2170	01-02	NE UNINSURED/UNDERINS MOTORISTS COV	
*CA2244	03-99	UTAH PERSONAL INJURY PROTECTION	
*CA3106	04-10	UTAH UNDERINSURED MOTOR COV	
*CA7001A	04-08	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
*CA7002A	10-01	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	10-01	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7270	03-07	COMMERCIAL AUTO AMENDMENT	
*CA7313	10-01	PREJUDGMENT INTEREST	
*CA8112.2	03-00	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA9903	07-97	AUTO MEDICAL PAYMENTS COVERAGE	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0266	09-08	UT CHANGES - CANCELLATION/NONRENEWAL	
*IL0270	09-12	CA CHANGES - CANCELLATION/NONRENEWAL	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 11/12/13

FORM: IL7131A (ED. 04-01)

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5E01045 1401

EMPLOYERS MUTUAL CASUALTY COMPANY

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

POLICY PERIOD: FROM 11/02/13 TO 11/02/14

* POLICY NUMBER *
* 5 E 0 - 1 0 - 4 5 ---14 *

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

P R O D U C E R :

TECH, INC.
10601 LACKMAN RD
LENEXA KS 66219-1225

LOCKTON COMPANIES, LLC/KC SERIE
444 W 47TH ST STE 900
KANSAS CITY MO 64112-1906

DIRECT BILL

AGENT: AK 7386
AGENT PHONE: 816-960-9000

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

* ENDORSEMENT EFFECTIVE DATES: 11/02/13 TO 11/02/14 *

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

1ST NAMED INSURED:
TECH, INC. (A KANSAS CORPORATION)

NO. 02:
TECH DISTRIBUTION AND TIRE SUPPLY OF NORHTERN CALIFORNIA,
INC.

NO. 03:
TECH DISRTIBUTION TIRE & SUPPLY, INC.
(A MISSOURI CORPORATION)

NO. 04:
DANIELSON/TECH SUPPLY, INC.

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 11/12/13

FORM: IL7130A (ED. 04-01)

402

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5E01045 1401

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INC

EFF DATE: 11/02/13

POLICY NO: 5E0-10-45---14
EXP DATE: 11/02/14

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

SUPPLEMENTARY SCHEDULE

ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

THE LIMIT OF INSURANCE FOR THE COVERAGE SHOWN BELOW IS THE LIMIT OF INSURANCE SHOWN FOR THE STATE WHERE A COVERED 'AUTO' IS PRINCIPALLY GARAGED. REFER TO THE SPECIFIC COVERAGE ENDORSEMENT FOR THE DESCRIPTION OF THE COVERAGE PROVIDED FOR EACH STATE LISTED BELOW.

COVERAGE

UNINSURED MOTORISTS LIMIT OF INSURANCE

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED ST SINGLE LIMIT	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
CA			\$ 1,000,000	\$ 3,500
NE			\$ 1,000,000	
UT			\$ 1,000,000	\$ 100,000

UNDERINSURED MOTORISTS LIMIT OF INSURANCE

(WHEN UNDERINSURED MOTORISTS IS A SEPARATE COVERAGE)

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED ST SINGLE LIMIT	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
UT			\$ 1,000,000	

DATE OF ISSUE 11/12/13 (BPP)

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10/21/13

402

AB

5E01045

1401

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INC

EFF DATE: 11/02/13

POLICY NO: 5E0-10-45---14
EXP DATE: 11/02/14CALIFORNIA UNINSURED MOTORISTS
COVERAGE SELECTION

UNINSURED MOTORISTS (UM) COVERAGE PAYS FOR BODILY INJURY AND PROPERTY DAMAGE LOSSES TO YOU AND YOUR PASSENGERS AS A RESULT OF AN ACCIDENT WITH A DRIVER WHO HAS EITHER NO LIABILITY PROTECTION AND IS LEGALLY RESPONSIBLE FOR THE INJURIES OR DAMAGES, OR DOES NOT HAVE ENOUGH PROTECTION TO PAY THE FULL AMOUNT THAT THE INJURED PERSON IS LEGALLY ENTITLED TO RECOVER AS DAMAGES. ALSO INCLUDED ARE BODILY INJURY AND PROPERTY DAMAGE LOSSES CAUSED BY A HIT-AND-RUN VEHICLE WHOSE OWNER OR DRIVER CANNOT BE IDENTIFIED.

IF YOU WISH TO PURCHASE UNINSURED MOTORISTS (UM) COVERAGE, PLEASE SELECT THE UNINSURED MOTORISTS LIMIT OPTION BELOW. PLEASE NOTE THAT WE ONLY OFFER UNINSURED MOTORISTS COVERAGE LIMITS UP TO THE LIABILITY LIMITS OF YOUR POLICY. AN ASTERISK IS SHOWN NEXT TO THE UM LIMIT OPTION THAT MATCHES THE COMBINED SINGLE LIABILITY LIMIT OF YOUR POLICY.

CHECK NEXT TO YOUR SELECTED UM LIMIT OPTION	COMBINED SINGLE UM LIMIT OPTIONS	PREMIUM
—	\$ 30,000	\$ 89
—	\$ 50,000	\$ 120
—	\$ 60,000	\$ 131
—	\$ 100,000	\$ 169
—	\$ 200,000	\$ 214
—	\$ 250,000	\$ 271
—	\$ 300,000	\$ 294
—	\$ 350,000	\$ 314
—	\$ 500,000	\$ 364
—	\$ 750,000	\$ 405
—	\$ 1,000,000*	\$ 443

I UNDERSTAND AND ACKNOWLEDGE THAT UNINSURED MOTORISTS (UM) BODILY INJURY (BI) AND PROPERTY DAMAGE (PD) COVERAGES HAVE BEEN EXPLAINED TO ME. I HAVE BEEN OFFERED THE OPTIONS OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM BI AND UM PD COVERAGES ENTIRELY.

I SELECT UNINSURED MOTORISTS LIMIT(S) INDICATED ABOVE.

APPLICANT'S SIGNATURE-----
DATE

I REJECT UNINSURED MOTORISTS COVERAGE IN ITS ENTIRETY.

APPLICANT'S SIGNATURE-----
DATE

I UNDERSTAND THESE COVERAGE SELECTIONS/REJECTIONS WILL APPLY TO ALL FUTURE RENEWALS, CONTINUATIONS AND CHANGES IN MY POLICY, UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

COVERAGE IS GENERALLY DESCRIBED HERE. ONLY YOUR POLICY PROVIDES YOU WITH A COMPLETE DESCRIPTION OF THE COVERAGES AND THEIR LIMITATIONS.

DATE OF ISSUE 11/12/13 (BPP)

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10/21/13

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EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INC

EFF DATE: 11/02/13

POLICY NO: 5E0-10-45---14
EXP DATE: 11/02/14

UTAH UNINSURED UNDERINSURED MOTORISTS COVERAGE SELECTION

UNINSURED MOTORISTS BODILY INJURY COVERAGE (UMBI) PROVIDES BENEFITS OR PROTECTION TO YOU AND OTHER COVERED PERSONS FOR BODILY INJURY RESULTING FROM AN ACCIDENT CAUSED BY THE FAULT OF ANOTHER PARTY WHERE THE OTHER PARTY HAS NO LIABILITY INSURANCE.

UNDERINSURED MOTORISTS BODILY INJURY COVERAGE (UIMBI) PROVIDES BENEFITS OR PROTECTION TO YOU AND OTHER COVERED PERSONS FOR BODILY INJURY RESULTING FROM AN ACCIDENT CAUSED BY THE FAULT OF ANOTHER PARTY WHERE THE OTHER PARTY HAS INSUFFICIENT LIABILITY INSURANCE.

UTAH LAW REQUIRES THAT YOUR INSURANCE COMPANY MUST OFFER YOU UMBI AND UIMBI COVERAGE WITH LIMITS EQUAL TO THE LESSER OF (1) THE BODILY INJURY LIABILITY LIMITS OF YOUR POLICY, OR (2) THE MAXIMUM LIMITS MADE AVAILABLE BY THE COMPANY FOR YOUR TYPE OF POLICY. HOWEVER, UMBI AND UIMBI LIMITS CANNOT BE LOWER THAN THE MINIMUM LIMITS SPECIFIED IN UTAH LAW, UNLESS YOU REJECT COVERAGE ENTIRELY.

YOUR POLICY'S BODILY INJURY LIABILITY LIMITS ARE: \$ 1,000,000 CSL
YOUR UMBI LIMITS ARE: \$ 1,000,000 CSL
YOUR PREMIUM FOR THIS COVERAGE IS: \$ 17.00
THE PREMIUM FOR UMBI LIMITS EQUAL TO YOUR
POLICY'S BODILY INJURY LIMITS IS: \$ 17.00
THE MAXIMUM UMBI LIMITS AVAILABLE FOR YOUR TYPE OF POLICY ARE: \$ 1,000,000 CSL

YOUR PREMIUM FOR THIS COVERAGE IS: \$ 17.00
_ I SELECT UMBI LIMITS OF: \$ 1,000,000 CSL
_ I REJECT UMBI COVERAGE IN ITS ENTIRETY.

YOUR UIMBI LIMITS ARE: \$ 1,000,000 CSL
YOUR PREMIUM FOR THIS COVERAGE IS: \$ 87.00
THE PREMIUM FOR UIMBI LIMITS EQUAL TO YOUR
POLICY'S BODILY INJURY LIMITS IS: \$ 87.00
THE MAXIMUM UIMBI LIMITS AVAILABLE FOR YOUR TYPE OF POLICY ARE: \$ 1,000,000 CSL

YOUR PREMIUM FOR THIS COVERAGE IS: \$ 87.00
_ I SELECT UIMBI LIMITS OF: \$ 1,000,000 CSL
_ I REJECT UIMBI COVERAGE IN ITS ENTIRETY.

COVERAGE IS GENERALLY DESCRIBED HERE. ONLY THE POLICY PROVIDES A COMPLETE DESCRIPTION OF THE COVERAGES AND THEIR LIMITATIONS.

I UNDERSTAND THAT THESE COVERAGE SELECTIONS WILL APPLY TO ALL FUTURE RENEWALS, CONTINUATIONS AND CHANGES IN MY POLICY UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

NAMED INSURED'S SIGNATURE _____

DATE OF ISSUE 11/12/13 (BPP)

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10/21/13

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5E01045

1401

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INC

POLICY NO: 5E0-10-45--14
EFF DATE: 11/02/13 EXP DATE: 11/02/14

****COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM****

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

LOC: 001

OMAHA NE. 68138

VEH NO 1 TERR: 102
2002 FORD F450 ID NO 1FDXF46S92EC85435.
COST NEW: 26187 AGE: X RADIUS: LOCAL USE: SERVICE .
MEDIUM TRUCK CLASS: 21499 .
LIABILITY . \$ 617.00
MEDICAL PAYMENTS . 53.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 56.00
COLLISION ACV 1000 DED . 68.00
TOTAL VEHICLE PREMIUM . \$ 830.00

VEH NO 2 TERR: 102
2007 GMC 1500 ID NO 1GTEC19JX7Z653357.
COST NEW: 28695 AGE: C RADIUS: LOCAL USE: COMMERCIAL .
LIGHT TRUCK CLASS: 03499 .
LIABILITY . \$ 764.00
MEDICAL PAYMENTS . 53.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 123.00
COLLISION ACV 1000 DED . 162.00
TOTAL VEHICLE PREMIUM . \$ 1,138.00

VEH NO 3 TERR: 102
2007 FEATHERLITE 16' TRAILER ID NO 47GB6162X8C105204.
COST NEW: 8000 AGE: C RADIUS: LOCAL USE: SERVICE .
TRAILER CLASS: 68499 .
LIABILITY . \$ 59.00
COMPREHENSIVE ACV 500 DED . 29.00
COLLISION ACV 1000 DED . 18.00
TOTAL VEHICLE PREMIUM . \$ 106.00

DATE OF ISSUE 11/12/13 (BPP)

CONTINUED

CA7001A 04-08 BPP 10/21/13 402 AB 5E01045 1401

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INCPOLICY NO: 5E0-10-45---14
EFF DATE: 11/02/13 EXP DATE: 11/02/14

VEH NO 8 TERR: 102
2013 FORD PICKUP ID NO 1FTVX1CF1DKD10871.
COST NEW: 26737 AGE: 2 RADIUS: LOCAL USE: SERVICE
LIGHT TRUCK CLASS: 01499
LIABILITY \$. 588.00
MEDICAL PAYMENTS . 53.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 150.00
COLLISION ACV 1000 DED . 227.00
TOTAL VEHICLE PREMIUM \$. 1,054.00

LOC: 002

GRETN NE. 68028

VEH NO 9 TERR: 111
2007 FORD CUTAWAY ID NO 1FDSE35L67DB39773.
COST NEW: 26145 AGE: C RADIUS: LOCAL USE: SERVICE
MEDIUM TRUCK CLASS: 21499
LIABILITY \$. 430.00
MEDICAL PAYMENTS . 37.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 83.00
COLLISION ACV 1000 DED . 81.00
TOTAL VEHICLE PREMIUM \$. 667.00

VEH NO 10 TERR: 111
2003 GMC 2500 ID NO 1GTHC29U23E127710.
COST NEW: 27572 AGE: X RADIUS: LOCAL USE: COMMERCIAL
LIGHT TRUCK CLASS: 03499
LIABILITY \$. 533.00
MEDICAL PAYMENTS . 37.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 81.00
COLLISION ACV 1000 DED . 72.00
TOTAL VEHICLE PREMIUM \$. 759.00

VEH NO 11 TERR: 111
2007 GMC G31 ID NO 1GBJG31U771106005.
COST NEW: 25040 AGE: C RADIUS: LOCAL USE: COMMERCIAL
LIGHT TRUCK CLASS: 03499
LIABILITY \$. 533.00
MEDICAL PAYMENTS . 37.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 121.00
COLLISION ACV 1000 DED . 119.00
TOTAL VEHICLE PREMIUM \$. 846.00

DATE OF ISSUE 11/12/13 (BPP)

CONTINUED

CA7001A 04-08 BPP 10/21/13 402 AB 5E01045 1401

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INCPOLICY NO: 5E0-10-45---14
EFF DATE: 11/02/13 EXP DATE: 11/02/14

VEH NO 15 TERR: 033

1998 FORD PICKUP ID NO 1FTZF1724WKB36731.

COST NEW: 15000 AGE: X RADIUS: LOCAL USE: SERVICE

LIGHT TRUCK CLASS: 01499

LIABILITY				820.00
MEDICAL PAYMENTS				81.00
UNINSURED MOTORISTS				INCLUDED
UNINSURED MOTORISTS PD				INCLUDED
COMPREHENSIVE	ACV	500 DED		42.00
COLLISION	ACV	1000 DED		89.00

VEHICLE ENDORSEMENTS:

WAIVER OF COLLISION DEDUCTIBLE 12.00

TOTAL VEHICLE PREMIUM \$. 1,197.00

LOC: 005

RIVERTON UT. 84065

VEH NO 16 TERR: 101

2007 MAZDA ID NO 1YVHP80C075M06035.

COST NEW: 26050 AGE: C RADIUS: NA USE: NA

PRIV PASSENGER - COMM CLASS: 7398

LIABILITY				605.00
PIP				27.00
UNINSURED MOTORISTS				INCLUDED
UNINSURED MOTORISTS PD		250 DED		INCLUDED
UNDERINSURED MOTORISTS				INCLUDED
COMPREHENSIVE	ACV	500 DED		56.00
TOTAL VEHICLE PREMIUM				\$. 794.00

LOC: 006

HASTINGS NE. 68901

VEH NO 17 TERR: 110

2007 CHEVY 3500 ID NO 1GCJJC39667E583966.

COST NEW: 35080 AGE: C RADIUS: LOCAL USE: COMMERCIAL

LIGHT TRUCK CLASS: 03499

LIABILITY				307.00
MEDICAL PAYMENTS				21.00
UNINSURED MOTORISTS				INCLUDED
UNDERINSURED MOTORISTS				INCLUDED
COMPREHENSIVE	ACV	500 DED		154.00
COLLISION	ACV	1000 DED		142.00
TOTAL VEHICLE PREMIUM				\$. 660.00

EMPLOYERS MUTUAL CASUALTY COMPANY
TECH INC

EFF DATE: 11/02/13

POLICY NUMBER 5E0-10-45

EXP DATE: 11/02/14

****COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM******ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS****LIABILITY INSURANCE - RATING BASIS, COST OF HIRE**

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.

STATE	ESTIMATED COST OF HIRE	RATE		PREMIUM
KS	IF ANY	0.76440/	\$	109.00
CA	IF ANY	2.38700/	\$	103.00
UT	IF ANY	1.68480/	\$	111.00
NE	IF ANY	0.68880/	\$	114.00
TOTAL PREMIUM				\$ 437.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP LIABILITY

			PREMIUM
OTHER THAN A SOCIAL SERVICE AGENCY			
NUMBER OF EMPLOYEES	26 - 100	\$	265.00
TOTAL PREMIUM			\$ 265.00

INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC., WITH ITS PERMISSION.
DATE OF ISSUE 11/12/13 (BPP)

CA7002A 10-01 BPP 10/21/13 402 AB 5E01045 1401

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 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 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 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	Nonowned "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.

- 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

In addition to the Limit of Insurance, 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 costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (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.

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 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.

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:

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

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

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 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.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

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

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
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.

- 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:
- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) 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 apply 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 a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but 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; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"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";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- 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 Paragraphs 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.
 6. Vehicles not described in Paragraphs 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.
- 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.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions** of **Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" 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.

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

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

WAR

- (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.

C. Changes In Auto Medical Payments

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:

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.

D. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusion is added:

This insurance does not apply to:

WAR

1. "Bodily injury" or "property damage", if applicable, 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

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.

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 Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier and Truckers Coverage Forms 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES

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.

- A. The CONDITIONS of the Policy are changed as follows:**

CONCEALMENT, MISREPRESENTATION OR FRAUD is replaced by the following:

MISREPRESENTATION OR BREACH OF CONDITION OR WARRANTY

1. A misrepresentation or warranty made by you or on your behalf in the negotiation of or application for this Coverage Part will void this policy if:
 - a. It is material;
 - b. It is made with the intent to deceive;
 - c. We rely on it; and
 - d. We are deceived to our injury.

- B. CHANGES IN PHYSICAL DAMAGE COVERAGE**

The LIMIT OF INSURANCE provision is changed by adding the following:

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

- C. The LOSS CONDITIONS of the policy are changed as follows:**

The APPRAISAL FOR PHYSICAL DAMAGE LOSS provision is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree in writing to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

For a covered "auto" licensed or principally garaged in, Utah, this endorsement modifies insurance provided under the following:

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

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

A. Changes In Liability Coverage

1. Paragraph **b.(6)** is added to the **Who Is An Insured** Provision in the Business Auto Coverage Form by the following and supersedes any provision to the contrary:

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to \$65,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

2. The **Expected Or Intended Injury** Exclusion is replaced by the following:

EXPECTED OR INTENDED INJURY

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

However, this exclusion does not apply for coverage up to the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The **Legal Action Against Us** Condition does not apply.

2. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

b. 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.

3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

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

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

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

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

- a.** Nonpayment of premium to a premium finance company; or
 - b.** Any reason other than non-payment of premium,
- notice of cancellation will be sent by registered or certified mail.

POLICY NUMBER:

COMMERCIAL AUTO
CA 03 05 02 97

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:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Waiver Of Collision Deductible	
Designation Or Description Of Covered "Auto"	Premium
	\$

(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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

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

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

A. 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" caused by declared or undeclared war or insurrection or any of their consequences.
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.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 36 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

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

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

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

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

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Limit Of Insurance: \$	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 operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".

4. The following Condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover "property damage" from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of such damages that are recoverable by the "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

However, this Condition does not apply if a small claims court having jurisdiction resolves the matter or matters upon which we and an "insured" do not agree.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use of the covered "auto" or damage to personal property contained in the covered "auto".
 2. "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 applicable minimum limit for "property damage" liability specified by UTAH CODE ANN. Section 31A-22-304. The applicable minimum limit is:
 - (1) \$65,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
 - (2) \$15,000 for each "accident", if the limit of liability is indicated as a split limit.
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;
 - (2) Is or becomes insolvent; or
 - (3) Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of the insured.
- 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 or operated by a self-insurer under Utah motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the applicable minimum limit for "property damage" liability specified by UTAH CODE ANN. Section 31A-22-304. The applicable minimum limit is:
 - (1) \$65,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
 - (2) \$15,000 for each "accident", if the limit of liability is indicated as a split limit;
 - c. Owned by a governmental unit or agency;
 - d. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 54 05 05

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 "garage operations" conducted in California this endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

SCHEDULE

Limit Of Insurance

\$ 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.

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 is 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:

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:

- 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 Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

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

- a. The maximum recovery under all 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.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 55 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

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
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

"Property Damage" Uninsured Motorists Coverage	
Designation Or Description Of Covered "Auto"	Premium
	\$
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 operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer of property.
2. Property contained in the covered "auto". However, this exclusion does not apply to the replacement of a child passenger restraint system meeting federal motor vehicle safety standards that was damaged or was in use by a child during an "accident".

- 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.

E. Additional Definitions

1. The following words and phrases have special meaning for California Uninsured Motorists Coverage – Property Damage:

- 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 van pool vehicle;
- (2) A vehicle designed, used or maintained primarily for the transportation of property; or
- (3) "Mobile equipment".

- b. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use.

2. As used in this endorsement:

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

- a. 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

- b. 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:

- a. The owner or operator of the "uninsured motor vehicle" must be identified; or
- b. The "uninsured motor vehicle" must be identified by its license number.

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 for use mainly off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 62 04 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH UNINSURED MOTORISTS COVERAGE

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

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 all liability bonds or policies have been exhausted by payment of judgments or settlements; or
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", except the Named Insured's customers, if that Named Insured's business is shown in the Declarations as a rental company. However, if the customer of a rental company has no policy of motor vehicle insurance, they are "insured", but only up to:

(1) \$80,000 for each "accident", which is the minimum combined single limit of liability; or

(2) \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability,

specified by UTAH CODE ANN. Section 31A-22-304. This supersedes any provision to the contrary. If the "auto" is a temporary substitute, the covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists 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 Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

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

- a. The maximum recovery under all 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. However, the maximum recovery for damages sustained by an individual Named Insured or any "family member" while "occupying" an "auto" such Named Insured does not own, not lease, or that is not furnished, under all Coverage Forms or policies combined may equal but not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the "auto" such Named Insured or any "family member" were "occupying" at the time of the "accident"; and
- (2) The highest applicable limit of liability for Uninsured Motorists Coverage under any Coverage Form or policy that provides coverage for such Named Insured or any "family member".

- 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.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
- b. 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. The following Condition is added. However, this Condition does not apply if a small claims court having jurisdiction resolves the matter or matters upon which we and an "insured" do not agree.

- (2) \$25,000 for each person/\$65,000 for each "accident" if the limit of liability is indicated as a split limit;
- c. Owned by a governmental unit or agency; or
- d. Designed for use mainly off public roads while not on public roads.
- e. For which a bodily injury liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 70 01 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

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

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

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

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

LIMIT OF INSURANCE	
\$	Each "Accident"

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

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" or "underinsured 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" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:

- a. Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and

2. With respect to damages caused by an "underinsured motor vehicle", **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

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

- a. The maximum recovery under all 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 underinsured 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.

The following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the Vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Underinsured Motorists Coverage applicable to an "auto" not involved in the "accident" under which the injured person is an "insured".

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved, and

- b. Promptly send us copies of the legal papers if a "suit" is brought.

With respect to an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

- a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".
 - b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".
4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
- a. 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 that amount we have paid.
 - b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:
 - (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and
 - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.
- If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:
- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - (2) We also have a right to recover the advance payment.
5. The following condition is added:

REIMBURSEMENT AND TRUST

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.

POLICY NUMBER:

COMMERCIAL AUTO
CA 22 44 03 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH PERSONAL INJURY PROTECTION

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

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

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

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Benefits	Limit Per Person
Medical Expenses	\$3,000
Work Loss	(a) Eighty-five percent of any loss of gross income and earning capacity, not to exceed the total of \$250 per week; (b) \$20 per day for inability to perform services for the household;
Funeral Expenses	\$1,500
Survivor Loss	\$3,000

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

We agree with you, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits in accordance with Title 31A, UTAH CODE ANNOTATED to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the use of an "auto" as an auto.

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

1. Medical Expenses

Reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

2. Any amount payable under this coverage will be reduced by the amount paid, payable or required to be provided for "bodily injury":
 - a. Under any workers' compensation plan or any similar statutory plan;
 - b. By the United States or any of its agencies because of his or her being on active duty in the military services;

E. Changes In Conditions

The following is added to the Duties In The Event Of Accident, Claim, Suit Or Loss Condition:

- d. If an "insured" or his or her legal representative or survivor institutes legal action to recover damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- e. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
 - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (2) Such other information that will help us determine the amount due and payable.

The following Conditions are added:

REIMBURSEMENT AND TRUST

1. If we make any payment to any "insured" under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter.
2. Any "insured" receiving payment must hold in trust for our benefit all rights of recovery he or she has against the party causing "bodily injury".
3. That person must do everything necessary to secure such rights and must do nothing to impair them.
4. That person must execute and deliver to us instruments and papers that may be appropriate to secure his or her and our rights and obligations established by this provision.

COORDINATION AND NON-DUPLICATION

1. No "insured" may recover duplicate payments for the same elements of "loss" under this or any other insurance.

2. This insurance is primary only for "bodily injury" sustained by an "insured" in an "accident" arising out of the use or operation of a covered "auto".
3. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies combined will not exceed the amount payable under the policy with the highest dollar limit of benefits. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits covering on the same basis.
4. Personal Injury Protection benefits paid or payable under this Coverage Form or any other Coverage Form or policy providing auto insurance because of "bodily injury" sustained by an "insured" shall be primary to any Auto Medical Payments Coverage provided under this Coverage Form.

PREMIUM RECOMPUTATION

The premium for this policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of Title 31A, UTAH CODE ANNOTATED. If a court declares any of these provisions unenforceable, we have the right to recompute the premium, and the provisions of this endorsement are voidable or subject to amendment at our option.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means every self-propelled vehicle which is designed for use upon a highway, including trailers and semi-trailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, tractor cranes, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated on rails.
2. "Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, who is a resident of your household, whether or not temporarily residing elsewhere.
3. "Occupying" means being in or upon an "auto" as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from an "auto".
4. "Pedestrian" means any person not "occupying" or riding upon an "auto".

POLICY NUMBER:

COMMERCIAL AUTO
CA 31 06 04 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH UNDERINSURED MOTORISTS COVERAGE

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

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 "underinsured 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 "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we

(1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 5 business days after receipt of notification.

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. 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 Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Uninsured Motorists 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 Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by:
 - a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", the Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

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

(1) 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. However, the maximum recovery for damages sustained by an individual Named Insured or any "family member" while "occupying" an "auto" such Named Insured does not own, not leased, or that is not furnished, under all Coverage Forms or policies combined may equal but not exceed the sum of:

(a) The limit of liability for Underinsured Motorists Coverage applicable to the "auto" an individual Named Insured or any "family member" were occupying at the time of the "accident"; and

(b) The highest applicable limit of liability for Underinsured Motorists Coverage under any Coverage Form or policy that provides coverage for an individual Named Insured or any "family member".

(2) Any insurance we provide with respect to a vehicle the individual Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

(3) If the coverage under this Coverage Form is provided:

(a) 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.

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

2. "Occupying" means in, upon, using, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".

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

- a. Owned by a governmental unit or agency; or
- b. Designed for use mainly off public roads while not on public roads.
- c. For which no liability bond or policy at the time of the "accident" provides at least \$80,000 for each "accident", which is the minimum combined single limit for "bodily injury" liability, or \$25,000/\$65,000 for each "accident", which is the minimum split limits of liability, specified by UTAH CODE ANN. Section 31A-22-304.
- d. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- e. That is a hit-and-run vehicle whose operator or owner cannot be identified and that hits or causes an "accident" resulting in "bodily injury" without hitting:
 - (1) The individual Named Insured or any "family member";
 - (2) A vehicle that such Named Insured or any "family member" are "occupying"; or
 - (3) The individual Named Insured's covered "auto".
- f. That is owned or leased by the Named Insured, the Named insured's spouse, or any "family member" who is a dependent of the Named Insured.

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

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business
Coverages and Limits of Insurance

SECTION I – COVERED AUTOS

Beginning on Page

Description of Covered Auto Designation Symbols.....	1
Owned Autos You Acquire After The Policy Begins.....	2
Certain Trailers, Mobile Equipment and Temporary Substitute Autos.....	2

SECTION II – LIABILITY COVERAGE

Coverage.....	2
Who Is An Insured.....	2
Coverage Extensions	
Supplementary Payments.....	2
Out-Of-State Coverage Extensions.....	3
Exclusions.....	3
Limit of Insurance.....	5

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage.....	5
Exclusions.....	6
Limit of Insurance.....	6
Deductible.....	7

SECTION IV – BUSINESS AUTO CONDITIONS

Loss Conditions	
Appraisal for Physical Damage Loss.....	7
Duties In The Event Of Accident, Claim, Suit or Loss.....	7
Legal Action Against Us.....	7
Loss Payment – Physical Damage Coverages.....	7
Transfer Of Rights Of Recovery Against Others To Us.....	7
General Conditions	
Bankruptcy.....	8
Concealment, Misrepresentation Or Fraud.....	8
Liberalization.....	8
No Benefit To Bailee – Physical Damage Coverages.....	8
Other Insurance.....	8
Premium Audit.....	8
Policy Period, Coverage Territory.....	8
Two Or More Coverage Forms Or Policies Issued By Us.....	9

SECTION V – DEFINITIONS..... 9

COMMON POLICY CONDITIONS

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of Your Rights and Duties Under This Policy

ENDORSEMENTS (If Any)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an "insured" if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 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 Cause 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 expirations, when the covered "auto" is returned to use or we pay for its "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

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

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

Section II — LIABILITY COVERAGE, COVERAGE EXTENSIONS, Supplementary Payments is amended by adding the following:

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

IMPORTANT NOTICE TO POLICYHOLDERS

CLARIFICATION

PAYMENT FOR AFTERMARKET CRASH PARTS

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

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

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

A. 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" caused by declared or undeclared war or insurrection or any of their consequences.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
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
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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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 LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. The following is added to the Cancellation Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

9. Notice of cancellation must be delivered or mailed by first-class mail.

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

NONRENEWAL

- 1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
- 3. If notice is mailed, proof of mailing is sufficient proof of notice.

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.

- 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.

IMPORTANT NOTICE TO POLICYHOLDERS

Re: New Federal Claim Information Reporting Requirements

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

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

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