# NORTH CAROLINA UNINSURED/UNDERINSURED MOTORISTS COVERAGE NOTICE

Applicant/Named Insured: LONG'S DRUGS INCORPORATED

**SEE IH1204** 

Policy Number: 37 UEN VT7877

Effective Date: 03/01/15

The Laws of the State of North Carolina require that we provide you with notice containing the following information:

You are required to purchase Uninsured Motorist Bodily Injury Coverage, Uninsured Motorist Property Damage Coverage and, in some cases, Underinsured Motorist Bodily Injury Coverage. This insurance protects you and your family against injuries and property damage caused by the negligence of other drivers who may have limited or only minimum coverage or even no liability insurance. You may purchase Uninsured Motorist Bodily Injury Coverage and, if applicable, Underinsured Motorist Coverage with limits up to one million dollars (\$1,000,000) or at such lesser limits you choose. You cannot purchase coverage for less than the minimum limits for the bodily injury and property damage coverage that are required for your own vehicle. If you do not choose a greater or lesser limit for Uninsured Motorist Bodily Injury Coverage, a lesser limit for Uninsured Motorist Property Damage Coverage, and/or a greater or lesser limit for Underinsured Motorist Bodily Injury Coverage, then the limits for the Uninsured Motorist Bodily Injury Coverage and, if applicable, the Underinsured Motorist Bodily Injury Coverage will be the same as the highest limits for bodily injury liability coverage for any one of your own vehicles insured under the policy and the limits for the Uninsured Motorist Property Damage Coverage will be the same as the highest limits for Property Damage Liability Coverage for any one of your own vehicles insured under the policy. If you wish to purchase Uninsured Motorist and, if applicable, Underinsured Motorist Coverage at different limits than the limits for your own vehicle insured under the policy, then you should contact your insurance company or agent to discuss your options for obtaining different coverage limits. You should also read your entire policy to understand what is covered under Uninsured and Underinsured Motorist Coverages.

The purpose of this notice is informational. This notice does not change or replace the wording in your policy.

# GEORGIA UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Policy Number: 37 UEN VT7877 Policy Effective Date: 03/01/15

Applicant/Named Insured: LONG'S DRUGS INCORPORATED

SEE IH1204

Georgia law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

#### UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Uninsured Motorists Coverage – Added On To At-Fault Liability Limits provides insurance protection, in general, with respect to an insured's covered losses that are in addition to the limits of liability under any applicable bonds or policies.

Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits provides insurance protection, in general, wherein the amount of coverage is reduced by all sums paid by or on behalf of anyone who is legally responsible.

Georgia law generally requires that your policy include Uninsured Motorists Coverage – Added On To At-Fault Liability Limits, unless you reject Uninsured Motorist Coverage entirely or unless you instead select, for a reduced premium, Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits.

Unless rejected, your policy must include Uninsured Motorists Coverage at limits not less than \$75,000 for each accident. These limits will be referred to as the "minimum limits" for Uninsured Motorists Coverage.

We understand that these coverage choices can be confusing and hopefully the attached examples will assist you in making an educated decision regarding the Uninsured Motorists Coverage that best suits your needs.

Please review the attached coverage selection form, select the type and amount of coverage you wish to purchase, sign the form and return it to us. If you do not return the completed, signed form to us within 60 days of receipt of this notice, we will have to endorse your policy to provide the maximum amount of coverage available and charge you any increased premium due for that coverage.

**EXAMPLES of Uninsured Motorists Add-On Coverage and Uninsured Motorists Reduced Coverage** 

#### **SCENARIO**

An underinsured driver fails to stop at a red light, hits your car and causes you to have \$175,000 in damages. The at-fault underinsured driver (At-Fault's) has \$50,000 of Liability Coverage. Your policy contains \$100,000 of Uninsured Motorists Coverage.

#### UNINSURED MOTORISTS ADD-ON COVERAGE

At-Fault's Liability Coverage Limit \$50,000

Your "Add-On" Uninsured Motorists Coverage Limit \$100,000

Total Amount of Your Damages \$175,000

#### **Payment Break Out:**

At-Fault's Liability Coverage = \$50,000

Your "Add-On" Uninsured Motorists Coverage = \$100,000

Total Payment = \$150,000

Amount Not Covered = \$25,000(\*)

The maximum available coverage in this example was \$150,000 (At-Fault's Liability Coverage Limit + Your Add-On Uninsured Motorists Coverage Limit).

(\*) Please notice that \$25,000 of the loss was not covered.

#### **UNINSURED MOTORISTS REDUCED COVERAGE**

At-Fault's Liability Coverage Limit \$50,000
Your Reduced Uninsured Motorists Limit \$100,000
Total Amount of Your Damages \$175,000

#### **Payment Break Out:**

At-Fault's Liability Coverage = \$ 50,000 Your Available Reduced Uninsured Motorists = \$ 50,000(\*\*)

Coverage

Total Payment = \$100,000Amount Not Covered = \$75,000(\*\*\*)

- (\*\*) The \$50,000 amount shown here is determined by subtracting the At-Fault's Liability Coverage Limit from Your Reduced Uninsured Motorists Coverage Limit. The total available Reduced Uninsured Motorists Coverage you have in this example is \$50,000.
- (\*\*\*) Please notice that \$75,000 of the loss is not covered.

Your options with respect to Uninsured Motorists Coverage include:

#### A. You may select Uninsured Motorists Coverage:

- 1. You may select Uninsured Motorists Coverage Added On To At-Fault Liability Limits; or
- 2. You may reject Uninsured Motorists Coverage Added On To At-Fault Liability Limits and select Uninsured Motorists Coverage Reduced By At-Fault Liability Limits.

In addition, you may select Uninsured Motorists Coverage at limits equal to the liability coverage limits of your policy or, if the liability coverage limits of your policy exceed the above referenced "minimum limits" for Uninsured Motorists Coverage, you may select Uninsured Motorists Coverage at limits less than the liability coverage limits of your policy but not less than the above referenced "minimum limits" for Uninsured Motorists Coverage.

OR

В.	You may	v reject	Uninsured	<b>Motorists</b>	Coverage	entirely.
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Please indicate your choice from either A. or B. as follows:

#### A. Selection Of Uninsured Motorists Coverage

Please indicate your choice by initialing next to the appropriate item(s) in Sections 1. AND 2.:

1. Selection of either Uninsured Motorists Coverage – Added On To At-Fault Liability Limits or Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits

Please indicate your choice by initialing next to the appropriate item(s) in a. OR b. below:

(Initials) a. I select Uninsured Motorists Coverage – Added On To At-Fault Liability Limits.

OR (Initials)	— ) b			erage – Added On To A erage – Reduced By At-I	t-Fault Liability Limits and Fault Liability Limits.
		Signature	Of Applicant/Named Ins	sured	Date
2. Se	lecti	on Of Unins	sured Motorists Covera	ge Limits:	
Ple	ease	indicate you	r choice by initialing next	to the appropriate item(s	) in <b>a.</b> OR <b>b.</b> and signing below.
			e only offer Uninsured Mo ough higher limits may a		to the Liability Coverage limits of
(Initials)	a.		Ininsured Motorists C d Single Limit).	overage at limits equ	al to my Liability Coverage
(Initials)	b.	Motorists	Coverage at the following	ng limit(s):	Property Damage Uninsured
		(Choose o	ne Combined Single Li	mit option from the follo	owing:)
	<b>\$75</b> ,	000 _	\$100,000	\$250,000	
	\$350	0,000	\$500,000	\$1,000,000	
					(Other)
-		Signature	e Of Applicant/Named In	nsured	Date

B. Rejection Of Uninsured Motorists Coverage	
If you wish to reject Uninsured Motorists Coverage entirely, you may do (Initials)	o so by initialing and signing below.
I reject Uninsured Motorists Coverage entirely.	
Signature Of Applicant/Named Insured	Date
C. Georgia Uninsured Motorists Coverage Notice Acknowledgment	
The Rules and Regulations of the State of Georgia require that we proviously information:	vide you with notice containing the
If you have chosen to accept Uninsured Motorists coverage from your have any questions after reading this statement regarding Uninsured coverage you have selected, your agent or company representative whave chosen the amount of Uninsured Motorists coverage you want be someone with little or no liability insurance, how much protection do with car repair, medical bills, other expenses, and lost wages? If the properties that the Unityour total automobile insurance recovery (from all companies involved Uninsured Motorists coverage you chose.	Motorists coverage or the amount o yill be able to assist you. You should pased on this question: If I get hit by I need to cover the cost associated person who hits your automobile has nsured Motorists amount you chose
The purpose of this notice is informational. This notice does not chapolicy.	ange or replace the wording in you
Please sign below to confirm that we have provided you with notice containing	g the above information.
Signature Of Applicant/Named Insured	 Date

# Special Multi-Flex Business Insurance Policy



Form HM 00 01 03 14 Page 1 of 1

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

#### **COMMON POLICY DECLARATIONS**

POLICY NUMBER: 37 UEN VT7877 K3



Named Insured and Mailing Address: LONG'S DRUGS INCORPORATED

(No., Street, Town, State, Zip Code) SEE IH1204

454 BERRYHILL RD

COLUMBIA SC 29210

(RICHLAND COUNTY)

**Policy Period:** From 03/01/15 To 03/01/16

12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$87,338.00

**Coverage Part and Insurance Company Summary** 

**Advance Premium** 

COMMERCIAL AUTO
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155
(860) 547-5614

\$87,338.00

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 HM99011185 IH12040312 IH99400409 IH99410409 IL00210908 HA00250614

Agent/Broker Name: LOCKTON COMPANIES LLC

Countersigned by (Where required by law)

Sugar S. Castaneda

Authorized Representative

03/13/15 **Date** 

Form HM 00 10 01 07



#### **COMMON POLICY CONDITIONS**

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

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us
- **4**. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

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

#### C. Examination Of Your Books And Records

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

#### D. Inspections And Surveys

- 1. We have the right to:
  - **a**. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find;
     and
  - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - **b.** Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

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

# F. Transfer Of Your Rights And Duties Under This Policy

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

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

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Hongles Elliot

Douglas Elliot, President

Page 2 of 2 IL 00 17 11 98



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **INSTALLMENT PLAN**

We and you agree that you will pay the premium in installments as shown below:

Date	Premium	Date	Premium
03/01/15	\$21,836.00	08/01/15	\$7,278.00
04/01/15	\$7,278.00	09/01/15	\$7,278.00
05/01/15	\$7,278.00	10/01/15	\$7,278.00
06/01/15	\$7,278.00	11/01/15	\$7,278.00
07/01/15	\$7,278.00	12/01/15	\$7,278.00

POLICY NUMBER: 37 UEN VT7877



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

LONG'S DRUGS INCORPORATED TWL HOLDINGS CORP LONGS CLOSED DOOR PHARMACY INC LONG'S DRUGS OF SALUDA, SOUTH CAROLINA INC LONG'S DRUGS THOMSON, GEORGIA INC LONG'S DRUGS OF EASTOVER, SOUTH CAROLINA INC DBA LONGS DRUGS GARNERS FERRY LONGS DRUGS OF NEWBERRY, SOUTH CAROLINA INC DBA LONGS DRUGS NEWBERRY LONG'S DRUGS OF LEXINGTON, SOUTH CAROLINA, INC DBA LONGS DRUGS LEXINGTON LONG'S DRUGS OF CHERAW, SOUTH CAROLINA INC DBA P&H DISCOUNT PHARAMACY LONG'S DRUGS OF IRMO, SOUTH CAROLINA INC DBA LONGS DRUGS IRMO LONG'S DRUGS OF CHESTERFIELD, SOUTH CAROLINA INC LONGS DRUGS OF SANDERSVILLE, GEORGIA INC DBA NORTH POINTE PHARMACY LONGS DRUGS OF SANDERSVILLE, GEORGIA INC DBA LONG'S DEKALB HEALTH PHARMACY LONG'S DRUGS OF FLORENCE, SOUTH CAROLINA INC LONG'S DRUGS OF CHARLOTTE #1, INC LONG'S DRUGS OF PAMPLICO SOUTH CAROLINA INC LONG'S DRUGS OF BAKERSVILLE, NORTH CAROLINA INC DBA BAKERSVILLE PHARMACY LONG'S DRUGS OF RIDGELAND, SOUTH CAROLINA INC LONG'S DRUGSTORES OF SOUTH CAROLINA INC



# U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.** 

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Form IH 99 40 04 09 Page 1 of 1



Named Insured: LONG'S DRUGS INCORPORATED

Policy Number: 37 UEN VT7877

Effective Date: 03/01/15 Expiration Date: 03/01/16

Company Name: HARTFORD INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

Form IH 99 41 04 09 Page 1 of 1

#### 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".

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

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

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

"Nuclear facility" means:

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

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

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

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

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



#### Quick Reference Commercial Auto Coverage Part Business Auto Coverage Form

#### **READ YOUR POLICY CAREFULLY**

# BUSINESS AUTO COVERAGE FORM DECLARATIONS

- Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

#### **BUSINESS AUTO COVERAGE FORM**

Beginning on Page	Beginning on Page
Beginning on Page  PREAMBLE  Definitions of "You" and "We"	SECTION IV - Business Auto Conditions  Loss Conditions - Appraisal For Physical Damage Loss
Begins	- Loss Payment - Physical Damage Coverages
SECTION II - Liability Coverage         o Coverage       2         o Who Is An Insured       2         o Coverage Extensions       3         - Supplementary Payments       3         - Out of State Coverage Extensions       3         o Exclusions       3         Limit of Insurance       5    SECTION III - Physical Damage Coverage	o General Conditions - Bankruptcy
o Coverage       5         o Exclusions       6         o Limit of Insurance       7         o Deductible       7	SECTION V - Definitions 9

#### COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM



POLICY NUMBER: 37 UEN VT7877

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of	This	<b>COMMERCIAL</b>	<b>AUTOMOBILE</b>	<b>COVERAGE</b>	<b>PART</b>	consists	of:
--	------	-------------------	-------------------	-----------------	-------------	----------	-----

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONF -	. NAMFD	INSURFO	ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 87,338.00

#### **AUDIT PERIOD:**

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00340614	HA00121102T	CA00011013	HA21020614
CA99031013	CA99580414	CA31371013	CA21161013	CA21191213
CA21881213	CA01091013	CA01501213	CA02301013	HA00240614
HA20070614	HA99080614	HA99160312		

# COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 37 UEN VT7877

#### ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

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

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advan	ce Premium
COVERED AUTOS LIABILITY	01	\$ 1,000,000	\$	59,924.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement.		
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.		
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.		
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.		
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.		
AUTO MEDICAL PAYMENTS	02	\$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	\$	2,291.00
UNINSURED MOTORISTS	02	\$ SEE FORM HA2102 OR STATE FORM(S)	\$	2,833.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	02,	\$ SEE FORM HA2102 OR STATE FORM(S)	\$	3,976.00

Form HA 00 25 06 14 Page 2 of 4

# COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 37 UEN VT7877

#### ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	02, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 6,049.00
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	02, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 12,098.00
TOWING AND LABOR	03	\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	\$ 50.00

#### **Endorsement Premium**

(Not included above)

TOTAL ADVANCE PREMIUM: \$ 87,338.00

Form HA 00 25 06 14 Page 3 of 4

# COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 37 UEN VT7877

#### ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form. FORM HA0012 ATTACHED

#### ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

#### **COVERED AUTOS LIABILITY COVERAGE**

**RATING BASIS IS 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 Per Each \$100 Cost of Hire	Advance Premium		
	IF ANY	1.547	\$	217.00 MP	

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: \$ 217.00 MP

# Named Insured's Business Rating Basis Number Advance Premium Other than a Social Service Agency Number of Employees Number of Partners Social Service Agency Number of Employees Number of Volunteers

TOTAL ADVANCE PREMIUM: \$ 917.00 MP

## SUPPLEMENTARY SCHEDULE FOR COMMERCIAL AUTOMOBILE COVERAGE PART DECLARATIONS



BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM (Hired Auto Physical Damage)

#### ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

The Declarations is changed to include the following Coverages:

#### PHYSICAL DAMAGE COVERAGE

Coverages	Limit The Most We Will Pay for Any One Accident or Loss	Type Auto	Estimated Total Auto/Days of Hired Autos	Rate Per Auto/Day	Advance Premium
Compre- hensive	\$ 50,000 or Actual Cash Value or Cost of Repair, whichever is smallest,	Private Passenger			SEE HA2007
Herioive	minus \$ 1,000 deductible for each covered auto.	All Other Types			SEE HA2007
Specified Causes	\$ or Actual Cash Value or Cost of Repair, whichever is smallest,	Private Passenger			
of Loss	minus \$ deductible for each covered auto for loss caused by mischief or vandalism.	All Other Types			
Collision	\$ 50,000 or Actual Cash Value or Cost of Repair, whichever is smallest,	Private Passenger			SEE HA2007
	minus \$ 1,000 deductible for each covered auto.	All Other Types			SEE HA2007

#### **TOTAL ADVANCE PREMIUM:**

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POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00001 05 HOND. GARAGED: SANDERSVILLE ORIG. COST NEW: \$ 17,5 TAX LOC:		,	GA TERR: 119	ID NO. 5J6YH1 CLASS: 02499	
TAX LOC:	17,301	ZIP CODE:	31082 R	RADIUS: L SIZ	ZE: 10000
COVERAGES: LIABILITY AUTO MEDICAL PA UNINSURED MOTOR COMPREHENSIVE COLLISION	\$ 1,000	DEDUCTIBLE	NO. 00001 \$ 5,000 EA	ACH "INSURED"	PREMIUMS \$ 1,567.00 \$ 67.00 \$ 120.00 \$ 92.00 \$ 167.00
NO. 00002 04 GARAGED: THOMSON ORIG. COST NEW: \$ TAX LOC:	HONDA 18,751	ZIP CODE:	GA TERR: 118 30824 R	ID NO. 5J6YH1 CLASS: 02499 RADIUS: L SI2	L8524L013512 ZE: 10000
NO. 00002 04 GARAGED: THOMSON ORIG. COST NEW: \$ TAX LOC:  COVERAGES: LIABILITY AUTO MEDICAL PA UNINSURED MOTOR COMPREHENSIVE COLLISION	7 ± 1 0 0 0		NO. 00002 \$ 5,000 EA	ACH "INSURED"	PREMIUMS \$ 1,949.00 \$ 84.00 \$ 120.00 \$ 85.00 \$ 134.00
NO. 00003 07 GARAGED: THOMSON ORIG. COST NEW: \$ TAX LOC:	HONDA 18,751	ZIP CODE:	GA TERR: 118 30824 R	ID NO. 5J6YH1 CLASS: 02499 RADIUS: L SI2	
COVERAGES: LIABILITY AUTO MEDICAL PA UNINSURED MOTOR COMPREHENSIVE COLLISION	AYMENTS RISTS \$ 1,000	SEQ.	NO. 00003	ACH "INSURED"	PREMIUMS

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00004 09 HONDA ID NO. 5J6YH18339L000189
GARAGED: THOMSON GA TERR: 118 CLASS: 02499
ORIG. COST NEW: \$ 20,001
TAX LOC: ZIP CODE: 30824 RADIUS: L SIZE: 10000 10000 COVERAGES: SEQ. NO. 00004 PREMIUMS \$ 1,949.00 LIABILITY \$ 84.00 \$ 120.00 \$ 5,000 EACH "INSURED" AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS 120.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 145.00 266.00 NO. 00005 10 HONDA
GARAGED: THOMSON
ORIG. COST NEW: \$ 20,001
TAX LOC:
ZIP CODE: 30824
RADIUS: L SIZE: ID NO. 5J6YH1H3XAL004549 SEQ. NO. 00005 COVERAGES: PREMITIMS LIABILITY \$ 1,949.00 \$ 5,000 EACH "INSURED" AUTO MEDICAL PAYMENTS \$ 84.00 \$ 120.00 UNINSURED MOTORISTS \$ 145.00 \$ 284.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \_\_\_\_\_\_ NO. 00006 12 MAZDA GARAGED: THOMSON ID NO. JM1CW2BL0C0140083 GA TERR: 118 CLASS: 73980 ORIG. COST NEW: \$ 18,751 USE: PPT TAX LOC: ZIP CODE: 30824 COVERAGES: SEO. NO. 00006 PREMIUMS LIABILITY \$ 1,328.00 SURED" \$ 48.00 \$ 177.00 \$ 104.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" UNINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 393.00 \$ 2.00 TOWING AND LABOR \$ 50 PER DISABLEMENT

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00007 12 MAZDA ID NO. JM3TB2DA5C0363864 GARAGED: SANDERSVILLE GA TERR: 119 CLASS: 73980 ORIG. COST NEW: \$ 29,985 USE: PPT ZIP CODE: 31082 TAX LOC: SEQ. NO. 0000/ \$ 5,000 EACH "INSURED" \$ 34.00 \$ 177.00 \$ 155.00 COVERAGES: SEQ. NO. 00007 LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 390.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00008 12 MAZDA ID NO. JM1CW2
GARAGED: THOMSON GA TERR: 118 CLASS: 73980
ORIG. COST NEW: \$ 18,751 USE: PPT ID NO. JM1CW2BL9C0141278 ZIP CODE: 30824 TAX LOC: COVERAGES: SEQ. NO. 00008 PREMIUMS LIABILITY \$ 5,000 EACH "INSURED" \$ 48.00 \$ 177.00 CTIBLE \$ 104.00 CTIBLE \$ 393.00 \$ 1,328.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00009 05 NISSAN GARAGED: THOMSON ID NO. 3N1CB51D65L455888 GA TERR: 118 CLASS: 73980 ORIG. COST NEW: \$ 11,251 USE: PPT TAX LOC: ZIP CODE: 30824 SEQ. NO. 00009 \$ 5,000 EACH "INSURED" \$ \$ \$ \$ COVERAGES: PREMIUMS \$ 1,328.00 LIABILITY AUTO MEDICAL PAYMENTS 48.00 UNINSURED MOTORISTS 177.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 53.00 196.00 \$ 2.00 TOWING AND LABOR \$ 50 PER DISABLEMENT

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00010 07 NISSAN ID NO. 3N1BC13E57L367909 GARAGED: CHARLOTTE NC TERR: 012 CLASS: 73980 ORIG. COST NEW: \$ 11,251 USE: PPT ZIP CODE: 28213 TAX LOC: COVERAGES: SEQ. NO. 00010 PREMIUMS \$ 975.00 \$ 5,000 EACH "INSURED" \$ 38.00 \$ 173.00 LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS INCL \$ 45.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 186.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00011 06 NISSAN ID NO. 3N1CB51D06L558628 GARAGED: CHARLOTTE NC TERR: 012 CLASS: 73980 ORIG. COST NEW: \$ 13,751 USE: PPT TAX LOC: ZIP CODE: 28213 COVERAGES: PREMIUMS SEQ. NO. 00011 \$ 975.00 \$ 5,000 EACH "INSURED" \$ 38.00 \$ 173.00 LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS INCL \$ 41.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 169.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00012 09 CHEVRO
GARAGED: NEWBERRY SC TERR: 187 CLASS: 02499
ORIG. COST NEW: \$ 17,501
TAX LOC: 0531 ZIP CODE: 29108 RADIUS: L SIZE: 10000 SEQ. NO. 00012 COVERAGES: PREMIUMS \$ 5,000 EACH "INSURED" \$ 50.00 \$ 21.00 \$ 1,237.00 LIABILITY LIABILITY
AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS 91.00 \$ 138.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

10000 COVERAGES: SEQ. NO. 00013 PREMIUMS LIABILITY \$ 1,372.00 \$ 5,000 EACH "INSURED" \$ 57.00 \$ 21.00 \$ 91.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS 91.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 136.00 NO. 00014 03 HONDA
GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499
ORIG. COST NEW: \$ 18,751
TAX LOC: 0121 ZIP CODE: 29205 RADIUS: L SIZE: 10000 COVERAGES: SEQ. NO. 00014 PREMIUMS LIABILITY \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 AUTO MEDICAL PAYMENTS 21.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS 91.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 81.00 \$ 106.00 NO. 00015 04 HONDA

GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499

ORIG. COST NEW: \$ 18,751

TAX LOC: 0121 ZIP CODE: 29205 RADIUS: L SIZE: ID NO. 5J6YH18504L005070 10000 COVERAGES: SEO. NO. 00015 PREMIUMS \$ 5,000 EACH "INSURED" \$ \$ \$ \$ LIABILITY \$ 1,721.00 AUTO MEDICAL PAYMENTS 71.00 21.00 UNINSURED MOTORISTS 91.00 81.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 106.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00016 08 CHEVRO ID NO. 1GCEC14X08Z106806 GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499 ORIG. COST NEW: \$ 16,251 TAX LOC: 0121 ZIP CODE: 29205 RADIUS: L SIZE: 10000 COVERAGES: SEQ. NO. 00016 PREMIUMS LIABILITY \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 \$ 21.00 \$ 91.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 120.00 NO. 00017 11 LNDRVR

GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980

ORIG. COST NEW: \$ 90,000 USE: PPT ID NO. SALMF1D42BA336340 TAX LOC: 0121 ZIP CODE: 29205 COVERAGES: SEQ. NO. 00017 PREMIUMS LIABILITY \$ 920.00 \$ 5,000 EACH "INSURED" AUTO MEDICAL PAYMENTS \$ 31.00 UNINSURED MOTORISTS 37.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 289.00 491.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00018 11 HONDA
GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499
ORIG. COST NEW: \$ 20,001
ZIP CODE: 29205 RADIUS: L SIZE: 10000
PREMIUMS \$ 1,721.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" 71.00 UNINSURED MOTORISTS 21.00 91.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 156.00 \$ 255.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00019 11 HONDA GARAGED: NEWBERRY ORIG. COST NEW: \$ 20,001 TAX LOC: 0531	ווקה: DDT	ID NO. 1HGCP2F31BA048224 SC TERR: 187 CLASS: 73980 29108
TAX LOC: 0531  COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 COLLISION \$ 1,000 TOWING AND LABOR \$ 50		\$ 140.00
NO. 00020 11 HONDA GARAGED: COLUMBIA ORIG. COST NEW: \$ 22,001 TAX LOC: 0121	ZIP CODE:	ID NO. 5J6YH1H76BL002978 SC TERR: 191 CLASS: 02499  29205 RADIUS: L SIZE: 10000  NO. 00020 PREMIUMS \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 \$ 21.00
COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 COLLISION \$ 1,000	DEDUCTIBLE	\$ 91.00
NO. 00021 11 HONDA GARAGED: FLORENCE ORIG. COST NEW: \$ 20,001 TAX LOC: 0311	ZIP CODE:	ID NO. 5J6YH1H32BL000903 SC TERR: 171 CLASS: 02499 29506 RADIUS: L SIZE: 10000
COVERAGES: LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 COLLISION \$ 1,000	DEDUCTIBLE	ID NO. 5J6YH1H32BL000903 SC TERR: 171 CLASS: 02499  29506 RADIUS: L SIZE: 10000  NO. 00021 PREMIUMS \$ 1,435.00 \$ 5,000 EACH "INSURED" \$ 59.00 \$ 21.00 \$ 91.00 \$ 180.00 \$ 215.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00022 03 HONDA ID NO. 5J6YH18543L017804
GARAGED: GREENVILLE SC TERR: 173 CLASS: 02499
ORIG. COST NEW: \$ 18,751
TAX LOC: 0340 ZIP CODE: 29615 RADIUS: L SIZE: 10000 10000 COVERAGES: SEQ. NO. 00022 PREMIUMS LIABILITY \$ 1,420.00 \$ 5,000 EACH "INSURED" \$ 59.00 \$ 21.00 \$ 91.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS 91.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 71.00 NO. 00023 03 HONDA
GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499
ORIG. COST NEW: \$ 18,751
TAX LOC: 0121 ZIP CODE: 29210 RADIUS: L SIZE: 10000 COVERAGES: SEQ. NO. 00023 PREMIUMS LIABILITY \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 AUTO MEDICAL PAYMENTS 21.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS 91.00 COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 81.00 \$ 106.00 NO. 00024 07 HONDA
GARAGED: COLUMBIA
ORIG. COST NEW: \$ 18,751
TAX TOC: 0121

ZIP CODE: 29210

RADIUS: L SIZE: 10000 COVERAGES: SEO. NO. 00024 PREMIUMS \$ 5,000 EACH "INSURED" \$ 71.00 \$ 21.00 \$ 91.00 \$ 120.00 LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00025 05 HONDA ID NO. 5J6YH18385L001364 GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499 ORIG. COST NEW: \$ 17,501 TAX LOC: 0121 ZIP CODE: 29210 RADIUS: L SIZE: 10000 10000 COVERAGES: SEQ. NO. 00025 PREMIUMS LIABILITY \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 \$ 21.00 \$ 91.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 105.00 NO. 00026 10 HONDA
GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499
ORIG. COST NEW: \$ 20,001
TAX LOC: 0121 ZIP CODE: 29210 RADIUS: L SIZE: 10000 COVERAGES: SEQ. NO. 00026 PREMIUMS LIABILITY \$ 1,721.00 \$ 5,000 EACH "INSURED" \$ 71.00 AUTO MEDICAL PAYMENTS \$ 21.00 \$ 91.00 \$ 138.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE NO. 00027 11 HONDA
GARAGED: COLUMBIA SC TERR: 191 CLASS: 02499
ORIG. COST NEW: \$ 20,001
TAX TOC: 0121 ZIP CODE: 29210 RADIUS: L SIZE: 10000 COVERAGES: SEO. NO. 00027 PREMIUMS \$ 5,000 EACH "INSURED" \$ 71.00 \$ 21.00 \$ 91.00 \$ 156.00 LIABILITY AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00028 99 CHEVRO
GARAGED: CHESTERFIELD
ORIG. COST NEW: \$ 20,001
TAX LOC: 0192

ZIP CODE: 29709

RADIUS: L SIZE: 10000 COVERAGES: SEQ. NO. 00028 PREMIUMS LIABILITY \$ 1,814.00 \$ 5,000 EACH "INSURED" \$ 75.00 \$ 21.00 \$ 91.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 69.00 NO. 00029 12 MAZDA GARAGED: COLUMBIA ID NO. JM1CW2
ORIG. COST NEW: \$ 18,751 USE: PPT
TAX LOC: 0121 ID NO. JM1CW2BL7C0141103 TAX LOC: 0121 ZIP CODE: 29210 COVERAGES: SEQ. NO. 00029 PREMIUMS LIABILITY \$ 5,000 EACH "INSURED" AUTO MEDICAL PAYMENTS \$ 31.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 131.00 293.00 TOWING AND LABOR \$ 50 PER DISABLEMENT LIABILITY
AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 54.00 \$ 21.00 91.00 111.00 91.00 UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 208.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00031 12 MAZDA ID NO. JM1CW2DL3C0121833 GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 22,001 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 COVERAGES: SEQ. NO. 00031 PREMIUMS \$ 920.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 148.00 309.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00032 12 MAZDA ID NO. JM1CW2BL1C0121896 GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 18,751 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 COVERAGES: SEQ. NO. 00032 PREMIUMS LIABILITY \$ 920.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 131.00 293.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00033 13 MERZ GARAGED: COLUMBIA ID NO. 4JGDA5HB5DA105307 SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 45,001 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 SEQ. NO. 00033 COVERAGES: PREMIUMS \$ 920.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 230.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00034 13 SUBARU ID NO. 4S4BRCCC4D3268846 GARAGED: LEXINGTON SC TERR: 164 CLASS: 73980 ORIG. COST NEW: \$ 25,495 USE: PPT TAX LOC: 0211 ZIP CODE: 29102 COVERAGES: SEQ. NO. 00034 PREMIUMS \$ 726.00 LIABILITY \$ 5,000 EACH "INSURED" \$ 25.00 \$ 37.00 \$ 140.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 157.00 321.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00035 12 MAZDA ID NO. JM1CW2BL0C0142769 GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 18,751 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 COVERAGES: SEQ. NO. 00035 PREMIUMS LIABILITY \$ 920.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 131.00 293.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00036 13 MAZDA
GARAGED: COLUMBIA
ORIG. COST NEW: \$ 18,751 USE: PPT ID NO. JM1CW2BL8D0161247 SC TERR: 191 CLASS: 73980 TAX LOC: 0121 ZIP CODE: 29210 SEQ. NO. 00036 COVERAGES: PREMIUMS \$ 920.00 LIABILITY \$ 31.00 \$ 37.00 \$ 140.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 138.00 \$ 327.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00037 12 MAZDA ID NO. JM1CW2BL4C0130429 GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 18,751 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 COVERAGES: SEQ. NO. 00037 PREMIUMS \$ 920.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 131.00 293.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00038 13 SUBARU ID NO. 4S4BRCCC4D3290765 GARAGED: LEXINGTON SC TERR: 164 CLASS: 73980 ORIG. COST NEW: \$ 25,495 USE: PPT TAX LOC: 0211 ZIP CODE: 29102 COVERAGES: SEQ. NO. 00038 PREMIUMS LIABILITY \$ 726.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 25.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 177.00 338.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00039 12 MAZDA GARAGED: COLUMBIA ID NO. JM1CW2CLXC0142079 SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 20,001 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 SEQ. NO. 00039 COVERAGES: PREMIUMS \$ 920.00 LIABILITY \$ 31.00 \$ 37.00 \$ 140.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 148.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00040 14 VOLKS ID NO. 1VWBS7A38EC079988 GARAGED: LEXINGTON SC TERR: 164 CLASS: 73980 ORIG. COST NEW: \$ 25,575 USE: PPT TAX LOC: 0211 ZIP CODE: 29102 COVERAGES: SEQ. NO. 00040 PREMIUMS \$ 726.00 LIABILITY 25.00 \$ 5,000 EACH "INSURED" AUTO MEDICAL PAYMENTS 25.00 37.00 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 177.00 338.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00041 14 VOLKS ID NO. WVGBV3AX4EW520967 GARAGED: LEXINGTON SC TERR: 164 CLASS: 73980 ORIG. COST NEW: \$ 25,995 USE: PPT TAX LOC: 0211 ZIP CODE: 29102 COVERAGES: SEQ. NO. 00041 PREMIUMS LIABILITY \$ 726.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 25.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 177.00 338.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00042 14 MAZDA GARAGED: COLUMBIA ID NO. JM1CW2BL5E0176368 SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 25,000 USE: PPT TAX LOC: 0121 ZIP CODE: 29205 SEQ. NO. 00042 COVERAGES: PREMIUMS \$ 920.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 156.00 \$ 345.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00043 14 MAZDA ID NO. JM1CW2BL3E0177308 GARAGED: COLUMBIA SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 25,000 USE: PPT TAX LOC: 0121 ZIP CODE: 29205 COVERAGES: SEQ. NO. 00043 PREMIUMS \$ 920.00 LIABILITY \$ 5,000 EACH "INSURED" 31.00 37.00 140.00 AUTO MEDICAL PAYMENTS UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE 156.00 345.00 TOWING AND LABOR \$ 50 PER DISABLEMENT NO. 00044 15 SUBARU ID NO. 4S4BSBDC9F3251704 GARAGED: LEXINGTON SC TERR: 164 CLASS: 73980 ORIG. COST NEW: \$ 28,190 USE: PPT TAX LOC: 0211 ZIP CODE: 29102 COVERAGES: SEQ. NO. 00044 PREMIUMS LIABILITY \$ 726.00 AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 25.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 177.00 355.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00 NO. 00045 14 MAZDA GARAGED: COLUMBIA ID NO. JM1CW2BL9E0173506 SC TERR: 191 CLASS: 73980 ORIG. COST NEW: \$ 25,000 USE: PPT TAX LOC: 0121 ZIP CODE: 29210 SEQ. NO. 00045 COVERAGES: PREMIUMS \$ 920.00 LIABILITY AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 31.00 \$ 37.00 \$ 140.00 UNINSURED MOTORISTS UNDERINSURED MOTORISTS COMPREHENSIVE \$ 1,000 DEDUCTIBLE COLLISION \$ 1,000 DEDUCTIBLE \$ 156.00 \$ 345.00 TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

# SCHEDULE OF COVERED AUTOS YOU OWN (ITEM THREE OF THE DECLARATIONS) (Continued)

POLICY NUMBER: 37 UEN VT7877

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

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NO. 00046 14 MAZDA ID NO. JM1CW2BL6E0177562 GARAGED: THOMSON GA TERR: 118 CLASS: 73980

GARAGED: THOMSON GA TERR: 118 CLASS: ORIG. COST NEW: \$ 25,000 USE: PPT

TAX LOC: ZIP CODE: 30824

COVERAGES: SEQ. NO. 00046 PREMIUMS
LIABILITY \$ 1,328.00
AUTO MEDICAL PAYMENTS \$ 5,000 EACH "INSURED" \$ 48.00
UNINSURED MOTORISTS \$ 177.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE \$ 125.00
COLLISION \$ 1,000 DEDUCTIBLE \$ 463.00
TOWING AND LABOR \$ 50 PER DISABLEMENT \$ 2.00

# **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  ${\bf V}$  – Definitions.

# **SECTION I – COVERED AUTOS**

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

A. Description Of Covered Auto Designation Symbols

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

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

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

# C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

# SECTION II - COVERED AUTOS LIABILITY COVERAGE

# A. Coverage

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

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

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

# 1. Who Is An Insured

The following are "insureds":

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

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

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- **c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

# 2. Coverage Extensions

# a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

# b. Out-of-state Coverage Extensions

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

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

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

# **B.** Exclusions

This insurance does not apply to any of the following:

# 1. Expected Or Intended Injury

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

# 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

# 3. Workers' Compensation

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

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

# 5. Fellow Employee

"Bodily injury" to:

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

# 6. Care, Custody Or Control

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

# 7. Handling Of Property

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

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

# 8. Movement Of Property By Mechanical Device

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

# 9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

# 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

#### 11. Pollution

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

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

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

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

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

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

#### 12. War

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

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

# 13. Racing

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

#### C. Limit Of Insurance

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

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

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

# **SECTION III – PHYSICAL DAMAGE COVERAGE**

# A. Coverage

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

# a. Comprehensive Coverage

From any cause except:

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

# b. Specified Causes Of Loss Coverage

Caused by:

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

#### c. Collision Coverage

Caused by:

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

# 2. Towing

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

# Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

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

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

# 4. Coverage Extensions

# a. Transportation Expenses

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

# b. Loss Of Use Expenses

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

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

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

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

#### **B. Exclusions**

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

#### a. Nuclear Hazard

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

# b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

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

- 4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speedmeasuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- **c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- **d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.
- **5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto":
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto":
  - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
  - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- **6.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limits Of Insurance

- **1.** The most we will pay for:
  - a. "Loss" to any one covered "auto" is the lesser of:
    - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
    - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

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

# **SECTION IV – BUSINESS AUTO CONDITIONS**

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

#### A. Loss Conditions

# 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - **(4)** Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

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

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

# 4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

# 5. Transfer Of Rights Of Recovery Against Others To Us

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

#### **B.** General Conditions

# 1. Bankruptcy

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

# 2. Concealment, Misrepresentation Or Fraud

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

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

# 3. Liberalization

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

# 4. No Benefit To Bailee – Physical Damage Coverages

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

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own; or
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

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

# 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

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

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

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

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

# **SECTION V - DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - **1.** A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

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

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

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

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

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- **(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- **H.** "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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

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

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

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

- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - **1.** Damages because of "bodily injury" or "property damage"; or
  - **2.** A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our
- 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 shortterm workload conditions.
- P. "Trailer" includes semitrailer.

consent; or

POLICY NUMBER: 37 UEN VT7877



# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SCHEDULE OF LIMITS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

Endorsement Effective:	
Named Insured:	

The Limit shown in ITEM TWO of the Declarations for Uninsured Motorists Coverage and for Underinsured Motorists Coverage (when not included in Uninsured Motorists Coverage) is replaced by the limits shown below for the state indicated.

#### **SCHEDULE**

COVERAGE	LIMIT	STATE
UNINSURED MOTORISTS	\$ 1,000 ,000 each "accident"	GA
	\$ 1,000 ,000 each "accident"	NC
	\$ 1,000 ,000 each "accident"	SC
	\$ ,000 each "accident"	
	\$ ,000 each "accident"	
	\$ ,000 each "accident"	
UNDERINSURED MOTORISTS	\$ 1,000 ,000 each "accident"	SC
(when not included in Uninsured Motorists Coverage)	\$ ,000 each "accident"	
	\$ ,000 each "accident"	

The state limit shown above completes the limit entry required on the endorsement(s) applicable in the same state.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

# A. Coverage

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

#### B. Who Is An Insured

- 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".
- Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

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

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

#### D. Limit Of Insurance

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

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

# E. Changes In Conditions

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

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

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SOUTH CAROLINA AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

# A. Coverage

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

# B. Who Is An Insured

- **1.** You while "occupying" or, while a pedestrian, when struck by any "auto".
- 2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
- 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:

- "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- "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.
- 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.

- **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.

#### E. Changes In Conditions

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

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

# F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GEORGIA UNINSURED MOTORISTS COVERAGE - ADDED ON TO AT-FAULT LIABILITY LIMITS

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:	
Endorsement Effective Date:	

# **SCHEDULE**

Lin	nit C	Of Insura	ance:	\$	Each "Accident"
	Indicate with an "X" in the appropriate box the desired deductible option. Any amount payable for damages under this coverage will be in excess of the applicable deductible option.				
De	Deductible Option				
	No	deduct	tible a	pplies.	
	\$	500	each	"accident"	
	\$	1,000	each	"accident"	
	\$	2,000	each	"accident"	
Inf	Information required to complete this Schedule, if not shown above, will be shown in the Declarations				

# A. Coverage

- 1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that 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" including loss of consortium, sustained by the "insured" or "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. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.

**3.** Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

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

#### C. Exclusions

This insurance does not apply to:

- Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", if the settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** The direct or indirect benefit of any insurer of property.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

- **5.** "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.
- 6. Punitive or exemplary damages.
- **7.** "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

# D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicles involved in the "accident", the most we
   will pay for all damages resulting from any one
   "accident" is the limit of Uninsured Motorists
   Coverage shown in the Schedule or
   Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form or any Medical Payments Coverage endorsement attached to this Coverage Part.

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

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

**3.** We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

# E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

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

If there is other applicable similar insurance available under more than one policy:

(1) The following priorities of recovery apply:

First	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or, if the Named Insured is an individual, any "family member".
Second	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

(2) 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.

The reference in the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

- 2. The Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.

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

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.

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. The Two Or More Coverage Forms Or Policies Issued By Us Condition does not apply to the Named Insured or, if the Named Insured is an individual, any "family member".

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- **3.** "Property damage" means:
  - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
  - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
  - **c.** Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
- 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - **a.** For which there is neither:
    - (1) Cash or securities on file with the Georgia Commissioner of Public Safety; nor
    - (2) A liability bond or policy; applicable at the time of the "accident".

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of the "accident" either:
  - (1) Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
  - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.
- **c.** For which an insuring or bonding company legally denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by an eyewitness to the "accident" other than the "insured" making the claim.

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

- **a.** Designed for use mainly off public roads while not on public roads; or
- **b.** Owned by or furnished for the regular use of you or any "family member".

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or garaged in, or "auto dealer operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:				
Endorsement Effective Date:				
	SCHEDULE			
Limit Of Insurance: \$	Each "Accident"			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				
The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:				
If an "X" is entered in this box, Paragraph <b>b.</b> o	of the definition of "uninsured motor vehicle" does not apply.			

# A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of:
  - a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident"; and
  - b. An "uninsured motor vehicle", as defined in Paragraphs a. and c. of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
  - **a.** The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:
    - 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 without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

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

#### C. Exclusions

This coverage does not apply to:

- Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

- The direct or indirect benefit of any insurer of property.
- An "auto" or property contained in the "auto" other than a covered "auto".
- **5.** The first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- **6.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. Punitive or exemplary damages.
- **8.** "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

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

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

# E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

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

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle:
  - (1) The Named Insured does not own; or
  - (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

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 in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved.
  - b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist.
  - c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph b. of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:
    - (1) Notice of such intent; and
    - (2) The opportunity to participate, at our expense, in the prosecution of such claim.
  - d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed as follows:
  - a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs **F.4.a., c.** and **d.** of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

- b. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" if we:
  - (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"; and
  - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and
- **(2)** We also have a right to recover the advanced payment.

# **4.** The following condition is added:

# **Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

If the "insured" elects arbitration to determine the amount of "property damage", then the Appraisal For Property Damage Condition does not apply.

# F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off
- **3.** "Property damage" means injury to or destruction of the property of an "insured".
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act.
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act, but their limits are either:
    - (1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident":
    - (2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or

(3) Reduced by payments to others injured in the "accident" to an amount which is less than the Limit of Insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" unless the limit of Uninsured Motorists Coverage shown in the Declarations or Schedule is greater than the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations of this policy.

- **c.** For which the insuring or bonding company denies coverage or is or becomes insolvent.
- d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

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

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- **b.** Owned by:
  - (1) The United States of America;
  - (2) Canada;
  - (3) A state; or
  - (4) An agency, except vehicles owned by political subdivisions of (1), (2) or (3) above.
- **c.** Designed for use mainly off public roads while not on public roads.

#### **POLICY NUMBER:**

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:		
Endorsement Effective Date:		

# **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

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

# A. Coverage

We will pay in accordance with the South Carolina Uninsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "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".

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".
  - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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

#### C. Exclusions

This coverage does not apply to any of the following:

1. Any claim settled without our consent.

- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- **4.** The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- **5.** That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
- **6.** "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule. If the "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while "occupying" a covered "auto", our limit is the sum of:
  - **a.** The Limit Of Insurance shown in the Schedule for this coverage as applicable to a covered "auto"; and
  - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

- **2.** Subject to the maximum limit of insurance for all damages:
  - a. 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" or "property damage" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
  - **b.** The individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.
  - A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".
- 3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
  - a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos"; and
  - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".

- 4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member" while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from the "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".
- 5. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" or "property damage" is sustained by an "insured" other than an individual Named Insured or any "family member" in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury" or "property damage", the most we will pay for all damages resulting from that "accident" is the Limit Of Insurance shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
- 6. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form 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.

# E. Changes In Conditions

The **Conditions** are changed for **Uninsured Motorists Coverage** as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
  - a. If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Uninsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Uninsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
  - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and

- **(b)** The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.
- b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
- **c.** For "property damage", this insurance is excess to all collectible insurance of any kind.
- d. Except for "property damage", the reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are 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 replaced by the following:

# Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person organization must do everything necessary to secure our rights and must do nothing after the "accident" or loss to impair them.
- b. If an "insured" has prosecuted to judgment any "suit" against anyone responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

- c. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.
- d. If an "insured" making a claim for "property damage" under this insurance is also entitled to insurance or other compensation for the "property damage", we will not be obligated to pay the claim until the "insured" has assigned us the rights to the compensation to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
- 4. Two Or More Coverage Forms Issued By Us does not apply to Uninsured Motorists Coverage.
- **5.** The following condition is added:

# **Conformity To Statute**

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- **3.** "Property damage" means injury to or destruction of the property of an "insured".
- 4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - **a.** For which neither a liability bond or policy nor cash or securities deposited with the State Treasurer provide at least the amounts required by the South Carolina Motor Vehicle Financial Responsibility Act.

- b. For which neither the operator nor owner can be identified and that hits or that causes an "accident" resulting in "bodily injury" or "property damage" without hitting an individual Named Insured or a "family member", a vehicle that an individual Named Insured or any "family member" is "occupying", the Named Insured's covered "auto" or any of such Named Insured's property.
  - The facts of the "accident" must be corroborated by competent evidence of an eyewitness other than the owner or operator of the vehicle that an individual Named Insured or any "family member" was "occupying" at the time of the "accident". The eyewitness must sign an affidavit attesting to the truth of the facts of the "accident" contained in the affidavit.
- **c.** For which an insuring or bonding company successfully denies coverage, is or becomes insolvent, is in delinquency proceedings, suspension or receivership, or is proven unable to respond to a judgment.

**d.** For which the owner has not qualified as a self-insurer in accordance with the applicable provisions of the South Carolina Insurance Laws.

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 which is or becomes insolvent.
- b. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Subsection 15-78-60, or by other applicable statute.
- **c.** Designed for use mainly off public roads while not on public roads.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SOUTH CAROLINA UNDERINSURED MOTORISTS COVERAGE

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:		
Endorsement Effective Date:		

# **SCHEDULE**

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 in accordance with the South Carolina Underinsured Motorists Law all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".
- 2. We will pay under this coverage only after any liability bonds or policies have been exhausted by payment of judgments or settlements.

#### B. Who Is An Insured

- If the Named Insured is designated in the Declarations as:
- 1. An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".

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

#### C. Exclusions

This coverage does not apply to any of the following:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **2.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- That part of "property damage" for which an "insured" has been compensated by insurance or otherwise.
- **4.** "Bodily injury" or "property damage" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage; or
  - **b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage.
- **5.** "Bodily injury" or "property damage" arising directly or indirectly out of:
  - **a.** War, including undeclared or civil war;
  - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

# D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Underinsured Motorists Coverage shown in the Schedule. If the "bodily injury" is sustained by any "insured" while "occupying" a covered "auto", or if the Named Insured's covered "auto" sustains "property damage" in an "accident", our limit is the sum of:
  - a. The Limit Of Insurance shown in the Schedule for this coverage applicable to a covered "auto"; and

- b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
- **2.** Subject to the maximum limit of insurance for all damages:
  - a. 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" sustained in an "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule for this coverage that applies to the vehicle that "insured" was "occupying" at the time of the "accident".
  - **b.** An individual Named Insured or any "family member" who sustains "bodily injury" or "property damage" in that "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a.** above.

A person's pro rata share shall be the proportion that that person's damages bear to the total damages sustained by all "insureds".

- 3. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" is sustained by an individual Named Insured or any "family member" while not "occupying" any "auto", the most we will pay for all damages resulting from that "accident" is the sum of:
  - a. The highest limit of insurance for this coverage applicable to any one of such Named Insured's covered "autos": and
  - b. That part of the limit for this coverage that applies to each additional covered "auto" that does not exceed the limit of insurance applicable to the covered "auto" involved in the "accident".
- 4. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", if "bodily injury" is sustained in an "accident" by an individual Named Insured or any "family member", while "occupying" a vehicle not owned by that Named Insured or any "family member", the most we will pay for all damages resulting from that "accident" will be the highest limit of insurance for this coverage that applies to any one of such Named Insured's covered "autos".

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

We will not make a duplicate payment under the Coverage Form 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:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
  - **a.** If an "insured" sustains "bodily injury" while "occupying" a vehicle not owned by that person or while not "occupying" any vehicle, the following priorities of coverage apply:

First Priority	The policy affording Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any policy affording Underinsured Motorists Coverage to a Named Insured or a "family member", if the Named Insured is an individual.

- (1) If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
- (2) If there is applicable insurance available under the first priority:
  - (a) The limit of insurance applicable to the vehicle the "insured" was "occupying", under the policy in the first priority, shall first be exhausted; and
  - **(b)** The most we will pay in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.

- b. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of insurance bears to the total of all applicable limits on the same level of priority.
- **c.** For "property damage", this insurance is excess to all collectible insurance of any kind.
- **d.** For "bodily injury", this insurance is excess to any other collectible Underinsured Motorists Coverage.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:

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

- 3. Transfer Of Rights Of Recovery Against Others To Us does not apply to Underinsured Motorists Coverage.
- 4. Two Or More Coverage Forms Issued By Us does not apply to Underinsured Motorists Coverage.
- **5.** The following provision is added:

# **Conformity To Statute**

This endorsement is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this endorsement conflicts with that law, it is changed to comply with the law.

# F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Property damage" as used in this endorsement means injury to or destruction of the Named Insured's covered "auto". However, "property damage" does not include damage to property owned by the "insured" while contained in the Named Insured's covered "auto".

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" of any type to which a liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limit for liability specified by the South Carolina Motor Vehicle Financial Responsibility Act, but the limits of that bond or policy provide a limit that is less than the amount the "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle or equipment designed for use mainly off public roads while not on public roads

#### **GEORGIA CHANGES**

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

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

#### A. Changes In Covered Autos Liability Coverage

- Covered Autos Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
- If you are a retail seller of "autos", Covered Autos Liability Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
- **3.** The **Expected Or Intended Injury** Exclusion is replaced by the following:

#### **Expected Or Intended Injury**

This insurance does not apply to "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 limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

#### **B.** Changes In Physical Damage Coverage

- If Collision Coverage is provided, Collision Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
- 2. If you are a retail seller of "autos", Collision Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
- **3.** The "diminution in value" Exclusion does not apply.

#### C. Changes In Conditions

- **1.** Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - **6.** If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.
- 2. Paragraph 2.a. of Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:
  - a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive 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.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

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

Concealment, Misrepresentation Or Fraud

We will not pay for any "loss" or damage in any case of:

- **a.** Concealment or misrepresentation of a material fact; or
- **b.** Fraud;

committed by you or any other "insured", at any time, and relating to coverage under this policy.

**4.** The last sentence in the **Appraisal For Physical Damage Loss** Condition is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.

#### SOUTH CAROLINA CHANGES

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

#### A. Changes In Covered Autos Liability Coverage

- Paragraph 2.b.(4) of the Who Is An Insured provision in the Auto Dealers Coverage Form is replaced by the following:
  - (4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
- **2.** The **Expected Or Intended Injury** Exclusion is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for amounts up to the limits of liability required by the South Carolina Motor Vehicle Financial Responsibility Act.

**3.** The **Limit Of Insurance** provision under the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

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

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

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

4. The Limit Of Insurance – Covered Autos Liability provision under the Auto Dealers Coverage Form is replaced by the following:

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

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

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

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

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

#### **B.** Changes In Physical Damage Coverage

No deductible applies to auto safety glass. All other **Physical Damage Coverage** provisions will apply.

#### C. Changes In Conditions

The Concealment, Misrepresentation Or Fraud Condition does not apply to Covered Autos Liability Coverage.

# SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

- **A.** The **Cancellation** Common Policy Condition is amended as follows:
  - **1.** Paragraph **2.** is replaced by the following:

We will mail or deliver to you and your agent written notice of cancellation, stating the reason(s) for cancellation, at the addresses shown in the policy, at least:

- **a.** 15 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
- **b.** 30 days before the effective date of cancellation if cancellation is for any other reason.
- 2. The following is added to Paragraph 4.:

If this policy is cancelled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period. However, if this policy is cancelled for nonpayment of premium, the cancellation will become effective only on or after the 31st day of the policy period.

**3.** The following is added:

If this policy has been in effect for more than 90 days, we may cancel this policy only for the following reasons:

a. Nonpayment of premium;

- **b.** Material misrepresentation of fact, which if known to us would have caused us not to issue the policy;
- c. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the policy;
- **d.** Substantial breach of contractual duties, conditions or warranties; or
- e. Loss of our reinsurance covering all or a significant part of the particular risk insured, or where continuation of the policy would imperil our solvency or place us in violation of the laws of South Carolina.

#### B. Nonrenewal

If we decide not to renew or continue this policy, we will mail to you and your agent written notice, stating the reason(s) for nonrenewal, at the addresses shown in the policy, at least 30 days before the end of the policy period.



# CHANGES IN HIRED CAR PHYSICAL DAMAGE - LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

- A. The BUSINESS AUTO COVERAGE FORM is changed as follows:
  - PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations
  - 2. Paragraph b. of the OTHER INSURANCE Condition does not apply to Hired Auto Physical Damage Coverage.
- B. The AUTO DEALERS COVERAGE FORM is changed as follows:
  - PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for

- such autos is specifically provided in the policy Declarations.
- Paragraph b. of the OTHER INSURANCE Condition regarding Hired Auto Physical Damage Coverage does not apply.
- C. The MOTOR CARRIER COVERAGE FORM is changed as follows:
  - PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
  - Paragraph d. of the OTHER INSURANCE -PRIMARY AND EXCESS INSURANCE Condition regarding Hired Auto Physical Damage does not apply.



#### PRIMARY HIRED AUTO INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

### MOTOR CARRIER COVERAGE FORM **COVERED AUTOS LIABILITY COVERAGE** AUTOS NOT USED IN YOUR TRUCKING OPERATIONS (Under Motor Carrier Coverage Form) If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance. If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance. State **Estimated Cost of Hire** Primary Rate Per Each \$100 Cost of Hire **Advance Premium TOTAL ADVANCE PREMIUM:** PHYSICAL DAMAGE COVERAGE X If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance. If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance.

Advance Premium
19.00
22.00
36.00
40.00

TOTAL ADVANCE PREMIUM 117.00

#### NAMED PERSON(S) OR ORGANIZATION(S):



# POLLUTION LIABILITY COVERAGE PRIVATE PASSENGER TYPE AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

#### Section I

A. The **BUSINESS AUTO COVERAGE FORM** is changed as follows:

For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.

B. The **MOTOR CARRIER COVERAGE FORM** is changed as follows:

For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.

C. The **AUTO DEALER COVERAGE FORM** is changed as follows:

For LIABILITY COVERAGE for "private passenger type autos", paragraph **a.** of the POLLUTION EXCLUSION APPLICABLE TO "AUTO DEALER OPERATIONS" - COVERED "AUTOS" applies only to liability assumed under a contract or agreement.

#### Section II

The following is added to the DEFINITIONS Section:

"Private passenger type auto" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes. If you are an individual, business purposes does not include farming or ranching.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

## A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture.
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. WHO IS AN INSURED- of Section II Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

#### (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

#### (3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

#### E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

#### 2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

## 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

## 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

 a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

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

- Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b. Section III Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

## 9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### 11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

## 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought 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.

#### 15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

#### 17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

## 18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



#### PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at <a href="https://www.TheHartford.com">www.TheHartford.com</a> or at 1-800-592-5717.