



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E6-19-28

## COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

POLICY PERIOD: FROM 11/06/21 TO 11/06/22

\*-----\*  
\* POLICY NUMBER \*  
\* 4 E 6 - 1 9 - 2 8 --- 22 \*  
\*-----\*

ITEM ONE:

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

P R O D U C E R :

FRANK BEVINS PAINTING, INC.  
8720 S 114TH ST STE 103  
LA VISTA NE 68128-5585LOCKTON COMPANIES, LLC  
13710 FNB PKWY STE 400  
OMAHA NE 68154-5298

DIRECT BILL

AGENT: AB 8210  
AGENT PHONE: (402)970-6100  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT  
WHICH IS DUE ON 12/06/21.

INSURED IS: CORPORATION

BUSINESS DESC: PAINTING CONTRACTOR

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

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

COVERAGES	COVERED AUTOS	LIMITS/DEDUCTIBLES	P R E M I U M
COVERED AUTOS LIABILITY	01	\$ 1,000,000	7,433.00
AUTO MEDICAL PAYMENTS	02	\$ 5,000 EACH INSURED	81.00
UNINSURED AND UNDERINSURED MOTORISTS	02	SEE ENDORSEMENT CA7093A	325.00

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

COMPREHENSIVE	10	SEE ITEM THREE	1,834.00
		FOR DED. FOR	
		ALL LOSS EXCEPT	
		FIRE OR LIGHTNING	
COLLISION	10	SEE SCHEDULE FOR DED.	1,978.00
		PREMIUM FOR ATTACHED ITEMS 4, 5, AND/OR 6	281.00

PREMIUM FOR ENDORSEMENTS . \$ 1,481.00

\*ESTIMATED TOTAL POLICY PREMIUM . \$ 13,413.00

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CONTINUED

CA7000A 11-15 BPP 11/06/21 016 JJ 4E61928 2201



COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

FORMS APPLICABLE:

CA0001(10/13)\*, CA0156(11/13)\*, CA0221(12/17)\*, CA2170(10/13)\*,  
CA7001A(11/15)\*, CA7002A(11/15)\*, CA7007(11/15)\*, CA7093A(03/09)\*,  
CA7266(11/15)\*, CA7312(11/15)\*, CA7313(11/15)\*, CA7450(11/17)\*,  
CA8112.2(11/15)\*, CA8331(06/19)\*, CA8334(04/19)\*, CA9910A(10/13)\*,  
CA9935(11/13)\*, CA9944(10/13)\*, CA9948(10/13)\*, CA9954(10/13)\*,  
IL0017(11/98)\*, IL0021(05/02)\*, IL7004(03/20)\*, IL7130A(04/01)\*,  
IL7131A(04/01)\*, IL7134(11/03)\*, IL7447(05/15)\*, IL8576(10/17)\*,  
MCS-90\*

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

DATE OF ISSUE 11/04/21 (BPP)

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4E6-19-28---22

FRANK BEVINS PAINTING, INC.

EFF DATE: 11/06/21

EXP DATE: 11/06/22

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

## =====

## ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 17
*CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
*CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
*CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7266	11-15	DESIGNATED INSURED PERSON/ORGANIZATION ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A ADDL INSURED AGREEMENT.	
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
*CA7313	11-15	PREJUDGMENT INTEREST	
*CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA9910A	10-13	DRIVE OTHER CAR COV FOR NAMED INDIV	
*CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*CA9944	10-13	LOSS PAYABLE CLAUSE	
*CA9948	10-13	POLLUTION LIAB BROADND COV/COV AUTOS	
*CA9954	10-13	COVERED AUTO DESIGNATION SYMBOL SYMBOL DESCRIPTION SYMBOL 10 - ANY VEHICLE 2004 OR NEWER	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7134	11-03	CANCELLATION BY US 60 DAYS NOTICE	
*IL7447	05-15	NOTICE OF CANC W/WRITTEN CONTRACT	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*MCS-90	-	PUBLIC LIABILITY ENDST FOR MOTOR CAR	

DATE OF ISSUE: 11/04/21

FORM: IL7131A (ED. 04-01)

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EMPLOYERS MUTUAL CASUALTY COMPANY

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

POLICY PERIOD: FROM 11/06/21 TO 11/06/22

\*-----\*  
\* POLICY NUMBER \*  
\* 4 E 6 - 1 9 - 2 8---22 \*  
\*-----\*

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

P R O D U C E R :

FRANK BEVINS PAINTING, INC.  
8720 S 114TH ST STE 103  
LA VISTA NE 68128-5585

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

DIRECT BILL

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

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

\*-----\*  
\* ENDORSEMENT EFFECTIVE DATES: 11/06/21 TO 11/06/22 \*  
\*-----\*

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

1ST NAMED INSURED:  
FRANK BEVINS PAINTING, INC.

NO. 02:  
FRANK BEVINS

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 11/04/21

FORM: IL7130A (ED. 04-01)

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NO: 4E6-19-28---22

FRANK BEVINS PAINTING

EFF DATE: 11/06/21

EXP DATE: 11/06/22

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

SUPPLEMENTARY SCHEDULE

ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

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

COVERAGE

UNINSURED MOTORISTS LIMIT OF INSURANCE

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

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CA7093A

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EMPLOYERS MUTUAL CASUALTY COMPANY  
FRANK BEVINS PAINTING

EFF DATE: 11/06/21

POLICY NO: 4E6-19-28---22  
EXP DATE: 11/06/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

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VEHICLE DESCRIPTION / COVERAGE . PREMIUM

\*\*\*\*\*

LOC: 001 8720 S 114TH ST  
LA VISTA NE. 68128-5585

VEH NO 1 TERR: 102  
2010 PJ CHANNEL TRLR W/GAT ES/WINCH ID NO 4P5U6122XA2139634.  
ADDITIONAL INFORMATION:  
COST NEW: 6000 RADIUS: LOCAL USE: NA .  
AGE: LIAB-H PHYS-H .  
TRAILER CLASS: 68489 .  
COVERED AUTOS LIABILITY . \$ 86.00  
COMPREHENSIVE ACV 250 DED . 93.00  
COLLISION ACV 250 DED . 47.00  
TOTAL VEHICLE PREMIUM . \$ 226.00

-----  
VEH NO 2 TERR: 102  
2013 FORD F250 PICKUP ID NO 1FTBF2B62DEA85274.  
ADDITIONAL INFORMATION:  
COST NEW: 32185 RADIUS: LOCAL USE: SERVICE .  
AGE: LIAB-E PHYS-E .  
LIGHT TRUCK CLASS: 01489 .  
COVERED AUTOS LIABILITY . \$ 1,288.00  
AUTO MEDICAL PAYMENTS . 13.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 1000 DED . 220.00  
COLLISION ACV 1000 DED . 196.00  
TOTAL VEHICLE PREMIUM . \$ 1,766.00

-----  
VEH NO 3 TERR: 102  
2004 H&H TRAILER ID NO 4J6U510144B062926.  
ADDITIONAL INFORMATION:  
COST NEW: 9000 RADIUS: LOCAL USE: NA .  
AGE: LIAB-N PHYS-N .  
TRAILER CLASS: 68489 .  
COVERED AUTOS LIABILITY . \$ 85.00  
COMPREHENSIVE ACV 250 DED . 83.00  
COLLISION ACV 250 DED . 47.00  
TOTAL VEHICLE PREMIUM . \$ 215.00

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FRANK BEVINS PAINTING

EFF DATE: 11/06/21

POLICY NO: 4E6-19-28---22  
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VEH NO 4 TERR: 102  
2009 FORD F250 PICKUP ID NO 1FTNF21509EA83570.  
ADDITIONAL INFORMATION:  
COST NEW: 27570 RADIUS: LOCAL USE: SERVICE  
AGE: LIAB-I PHYS-I  
LIGHT TRUCK CLASS: 01489  
COVERED AUTOS LIABILITY \$. 1,161.00  
AUTO MEDICAL PAYMENTS . 13.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 1000 DED . 155.00  
COLLISION ACV 1000 DED . 133.00  
TOTAL VEHICLE PREMIUM \$. 1,511.00

VEH NO 5 TERR: 102  
2016 NISSAN NV 1500 ID NO 1N6BF0KM4GN806702.  
ADDITIONAL INFORMATION:  
COST NEW: 27740 RADIUS: LOCAL USE: SERVICE  
AGE: LIAB-B PHYS-B  
LIGHT TRUCK CLASS: 01489  
COVERED AUTOS LIABILITY \$. 1,354.00  
AUTO MEDICAL PAYMENTS . 13.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 1000 DED . 234.00  
COLLISION ACV 1000 DED . 260.00  
TOTAL VEHICLE PREMIUM \$. 1,910.00

SPECIAL INTEREST:  
01 - LOSS PAYEE

VEH NO 6 TERR: 102  
2017 FORD EXPLORER SUV ID NO 1FM5K8GT5AGA80750.  
ADDITIONAL INFORMATION:  
COST NEW: 51000 RADIUS: LOCAL USE: SERVICE  
AGE: LIAB-A PHYS-A  
LIGHT TRUCK CLASS: 01489  
COVERED AUTOS LIABILITY \$. 1,545.00  
AUTO MEDICAL PAYMENTS . 13.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 1000 DED . 360.00  
COLLISION ACV 1000 DED . 398.00  
TOTAL VEHICLE PREMIUM \$. 2,365.00

SPECIAL INTEREST:  
01 - LOSS PAYEE

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FRANK BEVINS PAINTING

EFF DATE: 11/06/21

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VEH NO 7 TERR: 102  
2019 CARRY-ON TRAILER ID NO 4YMB0814KM007054.  
ADDITIONAL INFORMATION:  
COST NEW: 2600 RADIUS: LOCAL USE: NA  
AGE: LIAB-4 PHYS-4  
TRAILER CLASS: 68489  
COVERED AUTOS LIABILITY \$. 74.00  
COMPREHENSIVE ACV 250 DED . 105.00  
COLLISION ACV 250 DED . 47.00  
TOTAL VEHICLE PREMIUM \$. 226.00

VEH NO 8 TERR: 102  
1997 FORD F-150 PICKUP ID NO 1FTDX176XVKA16165.  
ADDITIONAL INFORMATION:  
COST NEW: 17875 RADIUS: LOCAL USE: SERVICE  
AGE: LIAB-W PHYS-  
LIGHT TRUCK CLASS: 01489  
COVERED AUTOS LIABILITY \$. 876.00  
AUTO MEDICAL PAYMENTS . 13.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
TOTAL VEHICLE PREMIUM \$. 938.00

VEH NO 9 TERR: 102  
2015 PRATT HYDRAULIC TRAILER ID NO 1P9UT1926GN343157.  
ADDITIONAL INFORMATION: UTILITY  
COST NEW: 5000 RADIUS: LOCAL USE: NA  
AGE: LIAB-C PHYS-C  
TRAILER CLASS: 68489  
COVERED AUTOS LIABILITY \$. 89.00  
COMPREHENSIVE ACV 250 DED . 108.00  
COLLISION ACV 250 DED . 47.00  
TOTAL VEHICLE PREMIUM \$. 244.00

VEH NO 10 TERR: 102  
2022 HYUNDAI ELANTRA ID NO 5NPLM4AG6NH055194.  
ADDITIONAL INFORMATION:  
COST NEW: 21100 RADIUS: NA USE: NA  
AGE: LIAB-1 PHYS-1  
PRIV PASSENGER - COMM CLASS: 7398  
COVERED AUTOS LIABILITY \$. 875.00  
AUTO MEDICAL PAYMENTS . 16.00  
UNINSURED MOTORISTS . INCLUDED  
UNDERINSURED MOTORISTS . INCLUDED  
COMPREHENSIVE ACV 250 DED . 476.00  
COLLISION ACV 250 DED . 803.00  
TOTAL VEHICLE PREMIUM \$. 2,250.00

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FRANK BEVINS PAINTING

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ITEM 3 PREMIUM SUMMARY

COVERED AUTOS LIABILITY	.\$	7,433.00
AUTO MEDICAL PAYMENTS	.	81.00
UNINSURED MOTORISTS	.	325.00
UNDERINSURED MOTORISTS	.	INCLUDED
COMPREHENSIVE	.	1,834.00
COLLISION	.	1,978.00
	.	-----
TOTAL	.\$	11,651.00

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SPECIAL INTERESTS

\*\*\*\*\*

LOSS PAYEE:

01 AMERICAN NATIONAL BANK  
8990 W DODGE RD  
OMAHA, NE 68114-3329  
REFERENCE #

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER 4E6-19-28

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EFF DATE: 11/06/21

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## COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

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

EXCESS	NE	IF ANY	100	\$	169.00
--------	----	--------	-----	----	--------

FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS  
THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT  
INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES'  
OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES  
PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

					-----
TOTAL PREMIUM					\$ 169.00

## ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

OTHER THAN A SOCIAL SERVICE AGENCY

PREMIUM

NUMBER OF EMPLOYEES	0 - 25	\$	112.00
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TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM			\$ 112.00
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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NO: 4E6-19-28---22

FRANK BEVINS PAINTING

EFF DATE: 11/06/21

EXP DATE: 11/06/22

## ENDORSEMENT PREMIUM DETAIL

ENDORSEMENTS	CLASS		PREMIUM
DRIVE OTHER CAR - TERRITORY: 111	6679	\$	376.00
RENTAL VEHICLE EXTENSION	8047	\$	20.00
BLKT ADDL INSD - CA7266	8025	\$	75.00
POLLUTION LIABILITY	8574	\$	743.00
Auto Elite Extension	8556	\$	250.00

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC.  
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EMPLOYERS MUTUAL CASUALTY COMPANY

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FRANK BEVINS PAINTING

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DRIVE OTHER CAR COVERAGE  
BROADENED COVERAGE FOR  
NAMED INDIVIDUALS

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

COVERAGES	LIMITS/DEDUCTIBLES	PREMIUM
COVERED AUTOS		
LIABILITY COVERAGE	\$1,000,000	\$ 180.00
AUTO MEDICAL PAYMENTS	\$ 5,000	\$ 1.00
UNINSURED MOTORISTS	\$1,000,000	\$ 16.00
UNDERINSURED MOTORISTS		INCLUDED
PHYSICAL DAMAGE		
COMPREHENSIVE	\$ 500 DEDUCTIBLE	\$ 36.00
COLLISION	\$ 500 DEDUCTIBLE	\$ 143.00

## NAMES OF INDIVIDUALS

FRANK BEVINS  
PHEOBE BEVINS

NOTE - WHEN UNINSURED MOTORISTS COVERAGE IS PROVIDED AT LIMITS HIGHER THAN THE BASIC LIMITS REQUIRED BY A FINANCIAL RESPONSIBILITY LAW, UNDERINSURED MOTORISTS COVERAGE IS INCLUDED, UNLESS OTHERWISE NOTED.

A. THIS ENDORSEMENT CHANGES ONLY THOSE COVERAGES WHERE A PREMIUM IS SHOWN IN THE SCHEDULE.

B. CHANGES IN COVERED AUTOS LIABILITY COVERAGE

1. ANY 'AUTO' YOU DON'T OWN, HIRE OR BORROW IS A COVERED 'AUTO' FOR LIABILITY COVERAGE WHILE BEING USED BY ANY INDIVIDUAL NAMED IN THE SCHEDULE OR BY HIS OR HER SPOUSE WHILE A RESIDENT OF THE SAME HOUSEHOLD EXCEPT:

A. ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY MEMBER OF HIS OR HER HOUSEHOLD.

B. ANY 'AUTO' USED BY THAT INDIVIDUAL OR HIS OR HER SPOUSE WHILE WORKING IN A BUSINESS OF SELLING, SERVICING, REPAIRING OR PARKING 'AUTOS'.

2. THE FOLLOWING IS ADDED TO \*WHO IS AN INSURED\*:

ANY INDIVIDUAL NAMED IN THE SCHEDULE AND HIS OR HER SPOUSE, WHILE A RESIDENT OF THE SAME HOUSEHOLD, ARE 'INSUREDS' WHILE USING ANY COVERED 'AUTO' DESCRIBED IN PARAGRAPH B.1. OF THIS ENDORSEMENT.

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FRANK BEVINS PAINTING

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C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORISTS COVERAGES

THE FOLLOWING IS ADDED TO \*WHO IS AN INSURED\*:

ANY INDIVIDUAL NAMED IN THE SCHEDULE AND HIS OR HER 'FAMILY MEMBERS' ARE 'INSUREDS' WHILE 'OCCUPYING' OR WHILE A PEDESTRIAN WHEN BEING STRUCK BY ANY 'AUTO' YOU DON'T OWN EXCEPT:

ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY 'FAMILY MEMBER'.

D. CHANGES IN PHYSICAL DAMAGE COVERAGE

ANY PRIVATE PASSENGER TYPE 'AUTO' YOU DON'T OWN, HIRE OR BORROW IS A COVERED 'AUTO' WHILE IN THE CARE, CUSTODY OR CONTROL OF ANY INDIVIDUAL NAMED IN THE SCHEDULE OR HIS OR HER SPOUSE WHILE A RESIDENT OF THE SAME HOUSEHOLD EXCEPT:

1. ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY MEMBER OF HIS OR HER HOUSEHOLD.
2. ANY 'AUTO' USED BY THAT INDIVIDUAL OR HIS OR HER SPOUSE WHILE WORKING IN A BUSINESS OF SELLING, SERVICING, REPAIRING OR PARKING 'AUTOS'.

E. ADDITIONAL DEFINITION

AS USED IN THIS ENDORSEMENT:

'FAMILY MEMBER' MEANS A PERSON RELATED TO THE INDIVIDUAL NAMED IN THE SCHEDULE BY BLOOD, MARRIAGE OR ADOPTION WHO IS A RESIDENT OF THE INDIVIDUAL'S HOUSEHOLD, INCLUDING A WARD OR FOSTER CHILD.

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DATE OF ISSUE 11/04/21 (BPP)

CA9910A 10-13 BPP 11/06/21 016 JJ 4E61928 2201

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

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

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

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

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

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

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

### A. Coverage

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

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

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

### 1. Who Is An Insured

The following are "insureds":

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

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

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

## **2. Coverage Extensions**

### **a. Supplementary Payments**

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

### **b. Out-of-state Coverage Extensions**

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

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

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

## **B. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

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

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

### **3. Workers' Compensation**

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



#### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

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

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

#### **5. Fellow Employee**

"Bodily injury" to:

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

#### **6. Care, Custody Or Control**

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

#### **7. Handling Of Property**

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

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

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

#### **8. Movement Of Property By Mechanical Device**

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

#### **9. Operations**

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

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

#### **10. Completed Operations**

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

In this exclusion, your work means:

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

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

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

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

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

## **11. Pollution**

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

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

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

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

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

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

## **12. War**

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

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

## **13. Racing**

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

## **C. Limit Of Insurance**

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

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

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

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

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

- a. **Comprehensive Coverage**

From any cause except:

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

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

Caused by:

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

- c. **Collision Coverage**

Caused by:

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

2. **Towing**

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

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

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

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

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

#### **4. Coverage Extensions**

- a. **Transportation Expenses**

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

- b. **Loss Of Use Expenses**

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

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

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

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

## **B. Exclusions**

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

### **a. Nuclear Hazard**

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

### **b. War Or Military Action**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C. Limits Of Insurance**

1. The most we will pay for:

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

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

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

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

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

#### **D. Deductible**

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

### **SECTION IV – BUSINESS AUTO CONDITIONS**

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

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

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

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

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

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

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

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

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

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

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

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

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

##### **3. Legal Action Against Us**

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

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

#### **4. Loss Payment – Physical Damage Coverages**

At our option, we may:

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

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

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

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

### **B. General Conditions**

#### **1. Bankruptcy**

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

#### **2. Concealment, Misrepresentation Or Fraud**

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

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

#### **3. Liberalization**

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

#### **4. No Benefit To Bailee – Physical Damage Coverages**

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

#### **5. Other Insurance**

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

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

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

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

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

#### **6. Premium Audit**

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

## 7. Policy Period, Coverage Territory

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

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

The coverage territory is:

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

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

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

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

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

## SECTION V – DEFINITIONS

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

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

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

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **NEBRASKA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

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

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

### **B. Changes In Conditions**

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

##### **Appraisal For Physical Damage Loss**

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

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

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

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

##### **Misrepresentation Or Breach Of Condition Or Warranty**

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

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

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

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

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

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

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

#### **C. Additional Definitions**

As used in this endorsement:

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

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

## **NEBRASKA CHANGES – CANCELLATION**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

b. Any reason other than nonpayment of premium;

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

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

## NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Nebraska, 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 all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a.** The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" without our written consent is not binding on us unless we:
  - a.** Receive reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b.** Have had a reasonable opportunity to protect our interest in the "suit".

#### 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" or using 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" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply:
  - a. If such settlement does not adversely affect our rights; or
  - b. To a settlement made with the insurer of an "underinsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Punitive or exemplary damages.

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

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Liability shown in the Schedule or Declarations.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an "accident" with an "uninsured motor vehicle" and an "underinsured motor vehicle".

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 Uninsured or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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

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

### E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an "uninsured motor vehicle", 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 uninsured motorists insurance.

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

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

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

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

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

With respect to an "underinsured motor vehicle", **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 also changed by adding the following:

- a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle".
- b. Allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

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

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back that amount we have paid.
- b. For an "underinsured motor vehicle", the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply if we:

- (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification.

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

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

5. The following condition is added:

**Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

6. 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 "underinsured 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. Both parties must agree to arbitration. If both parties so agree, 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 procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy applies at the time of the "accident".
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence provided by an independent and disinterested person, other than the "insured" making the claim or any person "occupying" the covered "auto".

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 a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a "bodily injury" liability bond or policy applies at the time of an "accident" but its limit for "bodily injury" liability is either:

- a. Not enough to pay the full amount the "insured" is legally entitled to recover as damages; or
- b. Reduced by payments to persons other than an "insured", injured in the "accident", to less than the full amount the "insured" is legally entitled to recover as damages.

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

- c. Owned by or furnished or available for the Named Insured's regular use or that of any "family member", if the Named Insured is an individual.
- d. Owned by a governmental unit or agency.
- e. Designed for use mainly off public roads while not on public roads.
- f. Owned or operated by a self-insurer under any applicable motor vehicle law.
- g. While located for use as a residence or premises.
- h. Which is an "uninsured motor vehicle".



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

**READ YOUR POLICY CAREFULLY**

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

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

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

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

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

**SCHEDULE**

Name of Person(s) or Organization(s)

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

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

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

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

## **RENTAL VEHICLE EXTENSIONS**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

### **B. Changes In General Conditions**

#### **1. Loss of Use Expenses**

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

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

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

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

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

#### **3. Rental Vehicle Contract or Agreement.**

**Rental Vehicle Contract or Agreement** is added as follows:

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

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

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

### **C. DEFINITIONS**

The following is added **DEFINITIONS**:

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

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

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

## **PREJUDGMENT INTEREST**

This endorsement modifies insurance provided under the following:

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

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

**Supplementary Payments** is amended by adding the following:

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

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

## **COMMERCIAL AUTO ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**Section I – Covered Autos** Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### **B. AUTOMATIC ADDITIONAL INSURED**

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### **C. EMPLOYEES AS INSURED**

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

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

#### **D. EMPLOYEE HIRED AUTOS**

##### **1. Changes In Covered Autos Liability Coverage**

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

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

##### **2. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

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

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

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

#### **E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

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

#### **F. SUBSIDIARIES AS INSURED**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

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

#### **G. SUPPLEMENTARY PAYMENTS**

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments** (2) and (4) are replaced by the following:

- (2) Up to \$5,000 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.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **H. FELLOW EMPLOYEE COVERAGE**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### **I. TOWING**

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

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

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

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

#### **J. LOCKSMITH SERVICES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### **K. TRANSPORTATION EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### **L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS**

**Audio, Visual, And Data Electronic Equipment Coverage** Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### **M. HIRED AUTO PHYSICAL DAMAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) 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.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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

#### **N. AUTO LOAN OR LEASE COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

- b. 30 days.

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

- a. Necessary and actual expenses incurred; or

- b. \$75 per day, subject to a \$2,250 limit.

- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
- 7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### **S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### **U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

#### **V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

#### **W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### **X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

##### **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.



However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

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

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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

**IMPORTANT NOTICE TO POLICYHOLDERS**

**CLARIFICATION**

**PAYMENT FOR AFTERMARKET CRASH PARTS**

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

## INTRODUCING NEW COMMERCIAL FORMS IMPORTANT NOTICE TO POLICYHOLDERS

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

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

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

### BROADENINGS OF COVERAGE

#### NEW OPTIONAL ENDORSEMENTS

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

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

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

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

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

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

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

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

##### **CA7603 (9-18) Composite Rating Deductible Schedule**

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

##### **CA7604 (11-18) Worldwide Coverage – Hired Autos**

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

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

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

## **CLARIFICATION OF COVERAGE**

### **Optional Endorsements**

#### **CA7475 (11-18) Auto Dealers Elite Extension**

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

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

## **REDUCTION OF COVERAGE**

#### **IL7225 (10-18) Transportation Broker Exclusion**

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

## MISCELLANEOUS COMMERCIAL AUTO FORMS REVISION IMPORTANT NOTICE TO POLICYHOLDERS

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

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

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

### BROADENINGS OF COVERAGE NEW OPTIONAL ENDORSEMENTS

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

##### **WI Only**

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

#### **CA7609(1-19) – Tank Implosion Coverage**

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

### EXISTING OPTIONAL ENDORSEMENTS

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

##### **MI & WI Only**

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

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

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

##### **MI & WI Only**

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

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

##### **LA, MS & PA Only**

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

### **CA7475(3-19) – Auto Dealers Elite Extension**

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

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

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

## **CLARIFICATION OF COVERAGE NEW MANDATORY ENDORSEMENTS**

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

#### **MT Only**

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

## **EXISTING OPTIONAL ENDORSEMENTS**

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

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

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

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

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

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

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

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

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

## **NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

### **A. Coverage**

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

### **B. Who Is An Insured**

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

### **C. Exclusions**

This insurance does not apply to any of the following:

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

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. Limit Of Insurance

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

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

#### E. Changes In Conditions

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

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

When this Coverage Form and any other Coverage Form or policy providing Auto Medical Payments Coverage apply with respect to an "accident" involving a "loaned vehicle", and such Coverage Forms or policies have a mutually repugnant clause regarding primary coverage, and:

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

- b. The other provides coverage to the operator of the "loaned vehicle"; and

- c. At the time of such "accident", the operator's Auto Medical Payments Coverage as described in Paragraph **b.** is primary and the licensed seller or dealer's Auto Medical Payments Coverage described in Paragraph **a.** is excess over any insurance available to that operator.

#### F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Loaned vehicle" means an "auto" which is provided for use as a temporary substitute without a direct charge to an insured operator by a licensed seller or dealer for use while the insured operator's covered "auto" is being serviced, repaired or inspected by such seller or dealer until such "auto" is returned to the licensed seller or dealer.



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

## **LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

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

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
  - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
  - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
  - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

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

## **POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

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. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

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

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

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

POLICY NUMBER:

COMMERCIAL AUTO  
CA 99 54 10 13

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

## **COVERED AUTO DESIGNATION SYMBOL**

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:**

**Section I – Covered Autos** in the Business Auto and Motor Carrier Coverage Forms and **Section I – Covered Autos Coverages** in the Auto Dealers Coverage Form are amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
For use with the Business Auto Coverage Form		
10	=	
For use with the Auto Dealers Coverage Form		
32	=	

Symbol	Description Of Covered Auto Designation Symbols	
		For use with the Motor Carrier Coverage Form
72	=	
73	=	

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

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

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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



Employers Mutual  
Casualty Company

**NONASSESSABLE POLICY — MUTUAL PROVISIONS**

Corporate Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting of the members is held at the Corporate Office of the Company in Des Moines, Iowa, at 9:30 a.m. Central time, on the second Wednesday in February of each year.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



EMCASCO  
Insurance  
Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Union Insurance Company  
of Providence

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Illinois EMCASCO  
Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Dakota Fire  
Insurance Company

Corporate Office, Bismarck, North Dakota

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President





EMC Property &  
Casualty Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Employers Mutual  
Casualty Company

**MUTUALS — MEMBERSHIP AND VOTING NOTICE**

Corporate Office, Des Moines, Iowa (Applicable in the State of Texas)

The Insured is notified that by virtue of this policy, the Insured is a member of the Employers Mutual Casualty Company of Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Corporate Office, Des Moines, Iowa, on the second Wednesday of February, in each year, at 9:30 a.m. Central time.

**MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY**

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President

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

**CANCELLATION BY US**

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

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

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

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR  
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

## IMPORTANT NOTICE TO POLICYHOLDERS

### Re: New Federal Claim Information Reporting Requirements

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

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

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