

IMPORTANT POLICYHOLDER NOTICE

BUSINESS AUTO COVERAGE FORM



COMMERCIAL AUTO BROAD FORM ENDORSEMENT

We have made some important improvements in your commercial auto insurance protection. **The HARTFORD Commercial Automobile Broad Form Endorsement** which amends the **Business Auto Coverage Form, CA 00 01 07 97**, has been updated to provide even broader coverage to you. Following is a summary of the changes. Please refer to the form for the actual changes.

New features

Autos Hired by Employees:

Coverage has been added to further protect your employees who rent autos on your behalf, but where the rental agreement is executed in name of the employee. While we already consider autos rented by employees at the direction of the Named Insured to be hired autos of the Named Insured, the new language clarifies our intent.

Lessors as Insureds:

Liability coverage has been automatically extended to lessors of autos you hired if the lease agreement requires you to provide direct primary insurance for the lessor and the auto is leased without a driver. An auto you lease under these conditions will be treated as an owned auto — meaning that coverages that apply to covered owned autos will also apply to the leased auto. The lessor will most likely still require that we specifically name it as an additional insured to your policy. However, the new policy language will allow you to satisfy your contractual obligation with the lessor without the need to obtain a binder of coverage from your agent or The Hartford.

Waive of Subrogation Rights:

A WAIVER OF SUBROGATION condition has been added. If you enter into a contract with a customer in which you agree to waive your rights of subrogation against the customer, your insurance coverage will not be voided.

Changes to existing features

Hired Auto Physical Damage Coverage:

Coverage has been **broadened** to cover damage to autos you borrow as well as autos you hire.

The maximum limit has been **increased** from \$35,000 to \$50,000.

Language has been added with regard to the settlement of claims to be consistent with the **Business Auto Coverage Form** provision. The phrase “actual cash value” has been qualified to mean at the time of the loss and the settlement option to “repair” the damaged property has been replaced with “repair or replace”.

Wording has been added to **clarify** that for purposes of coverage under this insurance an auto hired or borrowed from an employee or partner is not considered to be hired or borrowed auto.

The physical damage coverage provided by the Commercial Auto Broad Form Endorsement on hired or borrowed autos is excess over the owner's insurance. If you need primary coverage or if you rent autos with a value greater than \$50,000, additional coverage is available for a reasonable premium charge.

Fellow-Employee Exclusion:

The AMENDED FELLOW-EMPLOYEE EXCLUSION has been revised to **extend** coverage to apply to your employees while operating their own autos in your business as well as while operating an auto you own or hire.

The exclusion has also been revised to **limit** its applicability to situations in which all employees are covered by a Workers' Compensation policy. This additional policy language will not affect coverage we currently extend to your employees unless you conduct business in a state that allows you to reject Workers Compensation insurance and you have done so.

Hired Auto Coverage Territory:

Wording has been added to the HIRED AUTO - COVERAGE TERRITORY extension to **clarify** that the it applies only to liability coverage. The place where the suit must be brought has been **expanded** from the United States of America to "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."

Sound Receiving And Reproducing Equipment:

The SOUND RECEIVING AND REPRODUCING EQUIPMENT extension has been updated. Coverage has been **broadened** to now automatically cover sound receiving and transmitting equipment that is removable if its housing is permanently installed.

Miscellaneous changes**Limited Liability Companies:**

A reference to "limited liability companies" is added to the BROAD FORM INSURED and the AMENDED DUTIES IN THE EVENT OF AN ACCIDENT sections. This change is being made to **update** the form to be consistent with changes made by ISO in the most recent version of its **Business Auto Coverage Form**, CA 00 01 07 97. These change affect you only if the legal status of your business is a limited liability company.

Supplementary Payments:

The extension of "Supplementary Payments" limits provision has been **eliminated**. This provision became unnecessary as the limits provided in the most recent edition of the **Business Auto Coverage Form** exceed the extended limits we provided.

If you have any questions please contact your Hartford agent or broker.

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

COMMON POLICY DECLARATIONS



POLICY NUMBER: 37 UEN KW8365 K3
RENEWAL OF: 37 UEN KW8365

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

NORTON HEALTHCARE INC

234 GRAY ST STE 262
LOUISVILLE, KY 40202
(JEFFERSON COUNTY)

Policy Period: From 04/01/14 To 04/01/15

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

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

Total Advance Premium: \$51,541.25

Coverage Part and Insurance Company Summary

Advance Premium

COMMERCIAL AUTO
HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06155

\$50,657.00

KENTUCKY STATE SURCHARGE

\$884.25

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

HM0001 IL00171198 IH99400409 IH99410409 IL00210908 IL02630908 HA00250204

Agent/Broker Name: LOCKTON COMPANIES LLC

Countersigned by
(Where required by law)

Authorized Representative

Date



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:

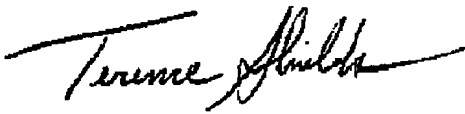
1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

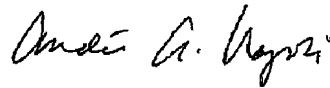
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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.

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



Terence Shields, Secretary



André A. Napoli, President



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

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

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

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

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



Named Insured: NORTON HEALTHCARE INC

Policy Number: 37 UEN KW8365

Effective Date: 04/01/14

Expiration Date: 04/01/15

Company Name: LOCKTON COMPANIES LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

7. Cancellation Of Policies In Effect For More Than 60 Days

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

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

- (3)** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6)** We are unable to reinsure the risk covered by the policy; or
- (7)** A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

- b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
 - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **7.a.(2)** through **7.a.(7)** above.
- C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:
 - a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
 - b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.



Quick Reference

Commercial Auto Coverage Part

Business Auto Coverage Form

READ YOUR POLICY CAREFULLY

BUSINESS AUTO COVERAGE FORM

DECLARATIONS

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

BUSINESS AUTO COVERAGE FORM

Beginning on Page

PREAMBLE

- o Definitions of "You" and "We" 1

SECTION I - Covered Autos

- o Description of Covered Auto Designation
Symbols 1
- o Owned Autos You Acquire After the Policy
Begins 2
- o Certain Trailers, Mobile Equipment And
Temporary Substitute Autos 2

SECTION II - Liability Coverage

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

SECTION III - Physical Damage Coverage

- o Coverage 5
- o Exclusions 6
- o Limit of Insurance 7
- o Deductible 7

Beginning on Page

SECTION IV - Business Auto Conditions

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

SECTION V - Definitions 9

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



POLICY NUMBER: 37 UEN KW8365

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

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

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 50,657.00

AUDIT PERIOD:

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

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

HA00040302	HA00340611	HA00121102T	CA00010310	HA21020611
CA22160311	CA99030306	CA21760906	CA21790310	CA01251202
CA20171293	CA24021293	CA99280310	HA00241290	HA20070200
HA99081290	HA99160312	IH12011185		

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

POLICY NUMBER: 37 UEN KW8365

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

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

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
LIABILITY	01	\$ 2,000,000	\$ 34,409.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement.	\$ 2,095.00
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		\$ or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	02	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 1,105.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	02,	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 4,808.00

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

POLICY NUMBER: 37 UEN KW8365

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

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium or Loss
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07 , 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 2,606.00
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07 , 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 5,561.00
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	
Endorsement Premium (Not included above)			
TOTAL ADVANCE PREMIUM:			\$ 50,657.00

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

POLICY NUMBER: 37 UEN KW8365

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

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

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

LIABILITY COVERAGE

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

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	IF ANY	.643	\$ 80.00 MP

TOTAL ADVANCE PREMIUM: \$ 80.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	25	\$ 59.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 59.00 MP

**SUPPLEMENTARY SCHEDULE FOR COMMERCIAL AUTOMOBILE
COVERAGE PART DECLARATIONS**



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

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

The Declarations is changed to include the following Coverages:

PHYSICAL DAMAGE COVERAGE

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

TOTAL ADVANCE PREMIUM:

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

COVERAGES:	SEQ. NO. 00001	PREMIUMS
LIABILITY		\$ 81.00
PERSONAL INJURY PROTECTION		\$ 4.00

COVERAGES:	SEQ. NO. 00002	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

COVERAGES:	SEQ. NO. 00003	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00

COVERAGES:	SEQ. NO. 00005	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00005	05 CHEV	ID NO. 1GCGG25V151200932
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 30,000		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00006	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 68.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 111.00

NO. 00006	07 CHEV	ID NO. 1GCF13X771161126
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 19,346		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00007	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 55.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 94.00

NO. 00007	03 DODGE	ID NO. WD2YD642035529766
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 28,000		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00008	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 49.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 81.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00008	03 DODGE	ID NO. 1D7HA16K03J652331
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00009	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

NO. 00009	05 DODGE	ID NO. 1D7HA16N25J651484
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00010	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 55.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 85.00

NO. 00010	92 FORD	ID NO. 1FTCR10U2NPA65037
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00011	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00011	94 FORD	ID NO. 1FTCR10U3RUD04375
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 4140
COVERAGES:	SEQ. NO. 00012	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

NO. 00012	97 FORD	ID NO. 1FTHF26H1VEC89328
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000
COVERAGES:	SEQ. NO. 00014	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

NO. 00013	97 FORD	ID NO. 3FTHF26H9VMA26577
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000
COVERAGES:	SEQ. NO. 00015	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00014	12 FORD	ID NO. 3FRNF6HP7CV235714
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 66,902		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00016	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 129.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 407.00

NO. 00015	02 FORD	ID NO. 1FTRE14292HB08504
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00017	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

NO. 00016	02 FORD	ID NO. 1FDWX37F42EC49890
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 21499
ORIG. COST NEW: \$ 28,000		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 12500

COVERAGES:	SEQ. NO. 00018	PREMIUMS
LIABILITY		\$ 814.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 36.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 61.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00017	06 FORD	ID NO. 2FMZA52226BA56167
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 26,925		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00019	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 73.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 121.00

NO. 00018	08 FORD	ID NO. 1FTSX21R08EB70810
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 39,765		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00020	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 78.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 152.00

NO. 00019	08 FORD	ID NO. 1FDWE35P88DB57323
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 5881
ORIG. COST NEW: \$ 46,940	USE: BUS NOC	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L

COVERAGES:	SEQ. NO. 00021	PREMIUMS
LIABILITY		\$ 1,065.00
PERSONAL INJURY PROTECTION		\$ 143.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 76.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 211.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00020	10 FORD	ID NO. 1FTNF2B54AEB10479
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 28,275		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00022	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 87.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 182.00

NO. 00021	11 FORD	ID NO. NM0L57AN9BT046886
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 23,375		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00023	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 75.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 147.00

NO. 00022	11 FORD	ID NO. 1FTBF2B69BEB82470
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 37,662		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00024	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 92.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 192.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00023	06 GMC	ID NO. 1GTGG25V461178460
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 20,737		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00026	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 59.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 93.00

NO. 00024	06 GMC	ID NO. 1GTGG25V161249890
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 20,000		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00027	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 55.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 87.00

NO. 00025	07 HONDA	ID NO. 5FNRL38237B016713
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 23,350		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00029	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 59.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 100.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00026	95 INTERN	ID NO. 1HTSDAAMXSH598349
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 31499
ORIG. COST NEW: \$ 60,000		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 25500

COVERAGES:	SEQ. NO. 00030	PREMIUMS
LIABILITY		\$ 1,003.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 44.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 88.00

NO. 00027	07 INTERN	ID NO. 1HTMMAAL67H426794
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 31499
ORIG. COST NEW: \$ 52,024		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 23500

COVERAGES:	SEQ. NO. 00031	PREMIUMS
LIABILITY		\$ 1,003.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 66.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 142.00

NO. 00028	98 JEEP	ID NO. 1J4FJ68S7WL173273
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 37,910	USE: PPT	
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00032	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 36.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 77.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00029	07 LOAD	ID NO.	4Z3CF182971033179
GARAGED: LOUISVILLE	KY TERR: 101	CLASS:	68499
ORIG. COST NEW: \$ 3,450			
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L	

COVERAGES:	SEQ. NO. 00033	PREMIUMS
LIABILITY		\$ 81.00
PERSONAL INJURY PROTECTION		\$ 4.00
COMPREHENSIVE	\$ 500 DEDUCTIBLE	\$ 14.00
COLLISION	\$ 500 DEDUCTIBLE	\$ 17.00

NO. 00030 03 RIDGE ID NO. 4MYTE162531000054
GARAGED: LOUISVILLE KY TERR: 101 CLASS: 68499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L

COVERAGES:	SEQ. NO. 00034	PREMIUMS
LIABILITY		\$ 81.00
PERSONAL INJURY PROTECTION		\$ 4.00

NO. 00031	97 SUBARU	ID NO. 4S3BG6857V7649400
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
	USE: PPT	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00035	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00032	02 TOYOT	ID NO. JTEHD21A520012296
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 25,280		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00036	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 49.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 81.00

NO. 00033	07 TOYOT	ID NO. JTDKB20U577568845
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 25,671	USE: PPT	
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00037	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 59.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 132.00

NO. 00034	07 TOYOT	ID NO. JTDKB20U777552288
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 25,678	USE: PPT	
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00038	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 59.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 132.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00035	08 TOYOT	ID NO. JTDKB20U987720496
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 24,494	USE: PPT	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00040	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 56.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 146.00

NO. 00036	09 TOYOT	ID NO.	JTDKB20U097853634
GARAGED: LOUISVILLE	KY TERR: 101	CLASS:	73980
ORIG. COST NEW: \$ 24,664	USE: PPT		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202		

COVERAGES:	SEQ. NO. 00041	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 60.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 156.00

NO. 00037	09 TOYOT	ID NO. JTDKB20U297852548
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 24,664	USE: PPT	
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00042	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 60.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 156.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO.	00038		10 TOYOT	ID NO.	JTDKN3DU5A0145528
GARAGED:	LOUISVILLE		KY TERR:	101	CLASS: 73980
ORIG. COST NEW:	\$ 23,750	USE:	PPT		
TAX LOC:	9009 EXEMPT	ZIP CODE:	40202		

COVERAGES:	SEQ. NO. 00043	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 63.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 166.00

NO. 00039 10 TOYOT ID NO. JTDKN3DU0A0235900
GARAGED: LOUISVILLE KY TERR: 101 CLASS: 73980
ORIG. COST NEW: \$ 23,476 USE: PPT
TAX LOC: 9009 EXEMPT ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00044	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 63.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 166.00

NO. 00040	05 TOYOT	ID NO. JTDKB20U553087417
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 26,000	USE: PPT	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00045	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 48.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 109.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00041 11 TOYOT ID NO. JTDKN3DU4B5357874
GARAGED: LOUISVILLE KY TERR: 101 CLASS: 73980
ORIG. COST NEW: \$ 21,310 USE: PPT
TAX LOC: 9009 EXEMPT ZIP CODE: 40202

COVERAGES:	SEQ. NO. 00046	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 67.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 177.00

NO. 00042	12 FORD	ID NO. NM0KS9BN8CT098832
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 21,889		
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202
		RADIUS: L
		SIZE: 10000

COVERAGES:	SEQ. NO. 00051	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 78.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 154.00

NO. 00043	11 FORD	ID NO. NM0LS7CN9BT068738
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 23,426		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 8000

COVERAGES:	SEQ. NO. 00053	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 75.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 147.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00044	96 FORD	ID NO. 1FDKE30F6THA50368
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00054	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00

NO. 00045	13 FORD	ID NO. 1FDEE3FS3DDA28984
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00055	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 97.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 202.00

NO. 00046	13 FORD	ID NO. NM0KS9BN7DT173094
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499

ORIG. COST NEW: \$ 25,000
TAX LOC: 9009 EXEMPT ZIP CODE: 40202 RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00056	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 78.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 154.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00047	13 FORD	ID NO. NM0KS9BN3DT176817
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 01499
ORIG. COST NEW: \$ 25,000		
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	RADIUS: L SIZE: 10000

COVERAGES:	SEQ. NO. 00057	PREMIUMS
LIABILITY		\$ 776.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 78.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 154.00

NO. 00048	12 TOYOTA	ID NO. JTDKN3DUXC0335795
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 25,000	USE: PPT	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00058	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 70.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 198.00

NO. 00049	14 TOYOTA	ID NO. JTDKN3DU1E1749867
GARAGED: LOUISVILLE	KY TERR: 101	CLASS: 73980
ORIG. COST NEW: \$ 25,000	USE: PPT	
TAX LOC: 9009 EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00059	PREMIUMS
LIABILITY		\$ 550.00
PERSONAL INJURY PROTECTION		\$ 54.00
UNINSURED MOTORISTS		\$ 20.00
UNDERINSURED MOTORISTS		\$ 136.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 70.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 208.00

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

POLICY NUMBER: 37 UEN KW8365

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

NO. 00050	08	LIFELI	ID NO. 1HTMKAAN58H648073
GARAGED: LOUISVILLE		KY TERR: 101	CLASS: 7961
ORIG. COST NEW: \$350,000	USE: MOTOR	HOME	
TAX LOC: 9009	EXEMPT	ZIP CODE: 40202	

COVERAGES:	SEQ. NO. 00060	PREMIUMS
LIABILITY		\$ 714.00
PERSONAL INJURY PROTECTION		\$ 37.00
UNINSURED MOTORISTS		\$ 25.00
UNDERINSURED MOTORISTS		\$ 88.00
COMPREHENSIVE \$ 5,000 DEDUCTIBLE	\$350,000 STATED AMOUNT	\$ 270.00
COLLISION \$ 5,000 DEDUCTIBLE		\$ 475.00

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I – COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

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 Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for 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 – 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 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 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.
- (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 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 indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate 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-measurement 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. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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;
 - b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. 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 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 conceal or misrepresent 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 Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (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 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) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) 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;
 - 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.

SCHEDULE OF LIMITS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

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

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

Endorsement effective	
Named Insured	Countersigned by

(Authorized Representative)

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

SCHEDULE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY PERSONAL INJURY PROTECTION

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

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

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

A. Coverage

The company will pay personal injury protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39, incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

1. Medical Expense

Reasonable charges incurred for reasonably needed products, services and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semiprivate accommodations, unless intensive care is medically required.

2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of "survivors" avoided by reason of the eligible injured person's death.

5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

B. Who Is An Insured

1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy; or
2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
3. Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".
4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.
6. Sustained by any person, other than the "named insured" or any "relative" while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies.
7. Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.
8. 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.
9. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

10. Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.
11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:
 - a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that if the "insured's" earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
 - b. The maximum amount payable for funeral expense shall not exceed \$1,000.
2. Any amount payable by the company under the terms of this coverage shall be reduced by any applicable deductible set forth in the Declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

3. In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:

- a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
- b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the company reasonable proof of a lower value of the income tax advantage.

E. Changes In Conditions

The Conditions are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:
 - a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the company or any of its authorized agents as soon as practicable.
 - b. As soon as practicable, the "insured" or someone on his behalf shall give the company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

2. The Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

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

In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

4. The following conditions are added:

Excess Coverages

- a. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";
- b. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

Nonduplication Of Benefits

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans.

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy, and the provisions of this endorsement shall be voidable or subject to amendment at the option of the company.

Notice To Policyholders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part:

- (1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.

(2)(a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent noneconomic detriment qualifies under Subsection **(2)(b)** hereof.

(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this subtitle, or against any person or organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this subtitle exceed \$1,000, or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within Subsection (1) of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle.

(3) Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply.

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

F. Additional Definitions

As used in this endorsement:

1. "Named insured" means the person or organization named in the Declarations.
2. "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.
3. "Insured motor vehicle" means a "motor vehicle" with respect to which:
 - a. The "bodily injury" liability insurance of the policy applies and for which a specific premium is charged; and
 - b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.
4. "Occupying" means in or upon, entering into or alighting from.
5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.
6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.

7. "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

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

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

A. Coverage

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

B. Who Is An Insured

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

C. Exclusions

This insurance does not apply to any of the following:

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

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" 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 Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY UNINSURED MOTORISTS COVERAGE

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

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

A. Coverage

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

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

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

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

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

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. 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 Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our Limit of Insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
 - b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

2. If the "bodily injury" is sustained by any "insured", other than the individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such "accident".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.
4. 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.
5. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** Condition in the Business Auto And Garage Coverage Forms, and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers And Motor Carrier Coverage Forms are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and

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

3. The Legal Action Against Us provision is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.

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

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

In any recovery, we will be entitled to payment only after the "insured" has been fully compensated.

5. The following Conditions are added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, 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 expense of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision agreed to by two of the arbitrators will be binding.

- c. The "insured" will not be required to arbitrate disputed claims.

6. The Two Or More Coverage Forms Or Policies Issued By Us General Condition does not apply to Uninsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

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's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. 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. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying" or must hit another vehicle which, in turn, hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY UNDERINSURED MOTORISTS COVERAGE

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

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

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

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

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.
4. "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 Underinsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our Limit of Insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
 - b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

2. If the "bodily injury" is sustained by any "insured", other than the individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such "accident".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
4. 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.
5. We will reduce the "insured's" total damages by any amount available to that "insured" under any liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

This paragraph shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "underinsured motor vehicle".

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

E. Changes In Conditions

The conditions are changed for **Underinsured Motorists Coverage** as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.

- b. Any insurance we provide with respect to a vehicle owned by the Named Insured, or if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form, shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

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

A person seeking Underinsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. The Legal Action Against Us provision is replaced by the following:

- a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.
- b. Any legal action against us under this coverage form must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.

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

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice by certified or registered mail of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

- b. We also have the right to recover the advanced payment.

In any recovery, we will be entitled to payment only after the "insured" has been fully compensated.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "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 so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

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

- c. The "insured" shall not be required to arbitrate disputed claims.

6. The Two Or More Coverage Forms Or Policies Issued By Us General Condition does not apply to Underinsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

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

However, "underinsured 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. Designed for use mainly off public roads while not on public roads;
- c. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for "bodily injury" liability is less than the minimum limit for "bodily injury" liability specified by the financial responsibility law of the state in which the covered "auto" is principally garaged; or
- d. Owned by or furnished or available for the regular use of you or any "family member".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES

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

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

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

A. Changes In Covered Autos

The following is added to Paragraph **C**. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of Section **I** – Covered Autos:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing and servicing "autos" is a covered "auto" for Collision Coverage.

B. Changes In Liability Coverage

The following Liability Coverage Exclusions of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act:

- a. Expected or Intended Injury;
- b. Care, Custody or Control;
- c. Pollution; and
- d. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos".

C. Changes In Physical Damage Coverage

No deductible applies under Comprehensive Coverage to "loss" to:

- a. Glass used in the windshield, doors and windows; and
- b. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other Physical Damage Coverage Provisions apply.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and the **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms, is changed by adding the following:
 - a. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing and servicing "autos", Liability and Collision Coverage provided by this form shall be primary in the event of an "accident" caused by the negligence of the "insured".

- b. If you are engaged in the business of selling, repairing and servicing "autos", then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Liability and Collision Coverage provided by this form shall be excess in the event of an "accident" caused by the negligence of the customer.

2. The Concealment, Misrepresentation Or Fraud

Condition is amended by the addition of the following:

However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the liability coverage provided by this Coverage Form, except that we will provide liability coverage only up to the minimum limits of liability required by the Kentucky Motor Vehicle Repairs Act if you, or any other "insured", intentionally conceal or misrepresent a material fact, or commit fraud, in obtaining this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE HOMES CONTENTS NOT COVERED

This endorsement modifies insurance provided under the following:

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

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

PHYSICAL DAMAGE COVERAGE for a covered "auto" that is a mobile home is changed by adding the following exclusions:

This insurance does not apply to:

1. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
2. "Loss" to TV antennas, awnings or cabanas.
3. "Loss" to equipment designed to create added living facilities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC TRANSPORTATION AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

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

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

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

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

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit Of Insurance and Deductible Provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model

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

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limit Of Insurance** is replaced by the following:

Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The Limit of Insurance shown in the Schedule.
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.

C. Deductible

1. For each covered "auto", our obligation to pay:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
 - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Schedule.
2. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN HIRED CAR PHYSICAL DAMAGE - LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
TRUCKERS ENDORSEMENT

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY HIRED AUTO INSURANCE

This endorsement modifies insurance provided under the following:

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

LIABILITY COVERAGE

AUTOS NOT USED IN YOUR TRUCKING OPERATIONS (Under Motor Carrier or Truckers Coverage Forms)

- ☐ If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance.
- ☐ If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance.

State	Estimated Cost of Hire	Primary Rate Per Each \$100 Cost of Hire	Advance Premium
-------	------------------------	--	-----------------

TOTAL ADVANCE PREMIUM:

PHYSICAL DAMAGE COVERAGE

- ☒ If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance.
- ☐ If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance.

Coverages	Type Auto	Estimated Total Auto/Days of Hired Autos	PrimaryRate Per Auto/Day	Advance Premium
Comprehensive	Private Passenger	030	.320	10.00
	All Other Types	030	.426	13.00
Specified Causes of Loss	Private Passenger			
	All Other Types			
Collision	Private Passenger	030	.783	23.00
	All Other Types	030	.907	27.00
TOTAL ADVANCE PREMIUM				73.00

NAMED PERSON(S) OR ORGANIZATION(S):



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE PRIVATE PASSENGER TYPE AUTOS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

Section I

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

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

- B. The **TRUCKERS COVERAGE FORM** is changed as follows:

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

- C. The **GARAGE COVERAGE FORM** is changed as follows:

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

Section II

The following is added to the DEFINITIONS Section:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

B. Employees as Insureds

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

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

C. Lessors as Insureds

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

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

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

D. Additional Insured if Required by Contract

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

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

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

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

2. AUTOS RENTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following:

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

3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

6. LOAN/LEASE GAP COVERAGE

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

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

7. AIRBAG COVERAGE

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

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

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

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

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

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

- (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 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

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

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

14. HIRED AUTO - COVERAGE TERRITORY

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

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

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

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

16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

17. EXTENDED CANCELLATION CONDITION

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

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

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

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

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

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

For the purposes of the coverage provision,

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

19. VEHICLE WRAP COVERAGE

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

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

POLICY NUMBER: 37 UEN KW8365



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CA 99 34 12 93 SOCIAL SERVICE AGENCIES -
VOLUNTEERS AS INSURED

COMMERCIAL AUTO COVERAGE PART

IT IS HEREBY AGREED THAT FORM CA99341293 IS ADDED TO THIS POLICY



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.