



X<sup>L</sup> Insurance



Mary's Kitchen  
123 Market Street San Francisco,  
CA 11249  
Telephone: 987-654-3210

## COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

COMPANY PROVIDING COVERAGE: Greenwich Insurance Company

POLICY NO.: HL478GD-3244

RENEWAL OF: NEW

POLICY PERIOD

FROM: 12/06/2022

TO: 12/06/2023

AT 12:01 A.M., Standard Time at your mailing address shown below

Named Insured and Address:

Sea Shells LLC  
15 Pine Street Short Hills, NJ 07070

Producer: Broker Co

Business Description: Excavation

Form of Business: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

This policy consists of the following coverage parts for which a premium is indicated.

This premium may be subject to adjustment.

### PREMIUM

BUSINESS AUTO COVERAGE FORM

\$30,881.00

POLICY NO.: HL478GD-3244

THESE DECLARATIONS TOGETHER WITH ANY APPLICABLE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART HEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Form(s) and Endorsement(s) applicable to the policy:

See Schedule of Forms and Endorsements.

Date:

By:

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(Authorized Representative)

Type Name:

## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b> HL478GD-3244	<b>EFFECTIVE DATE:</b> 12/06/2022
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<u>NUMBER</u>	<u>TITLE</u>
PN CW 01 (01-22)	Fraud Notice
PN CW 02 (01-19)	Privacy Policy
PN CW 03 (01-19)	Producer Compensation Notice
PN CW 05 (05-19)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
PN CA 02 (01-19)	Important Information To Policyholders - California
PN CA 04 (04-10)	California Auto Body Repair Consumer Bill Of Rights
XAI 000 (07-15)	Commercial Lines Policy Common Policy Declarations
XAI 300 (10-06)	Forms Schedule
XIC 000 (03-16)	Business Auto Declarations
IXI 403x (01-10)	Blank Endorsement (Auto Dec)
XIC 300 (03-16)	Schedule of Covered Autos You Own - Extension of Declarations
XIC 421 (10-13)	XL Plus Business Auto Extension Endorsement
IL MP 9104 GIC (03-14)	In Witness - Greenwich Insurance Company
IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (09-08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 70 (12-19)	California Changes - Cancellation and Nonrenewal
CA 00 01 (11-20)	Business Auto Coverage Form
CA 01 43 (05-17)	California Changes
CA 04 24 (10-13)	California Auto Medical Payments Coverage
CA 23 01 (10-13)	Explosives
CA 23 45 (11-20)	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion

# BUSINESS AUTO DECLARATIONS

**POLICY NUMBER:** HL478GD-3244

**EFFECTIVE DATE:** 12/06/2022 12:01 a.m., Standard Time

**ITEM ONE - NAMED INSURED and MAILING ADDRESS#**

Sea Shells LLC  
15 Pine Street Short Hills, NJ 07070

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

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

COVERAGES		COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		PREMIUM
LIABILITY		1	\$1,000,000		\$27,473
PERSONAL INJURY PROTECTION (P.I.P.)*			SEPARATELY STATED IN EACH P.I.P. END MINUS Ded.		
ADDED P.I.P.*			SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT		
OPTIONAL BASIC ECONOMIC LOSS COVERAGE (OBEL) (New York only)					
AGGREGATE NO-FAULT BENEFITS AVAILABLE (New York only)					
MAXIMUM MONTHLY WORK LOSS					
DEATH BENEFITS					
OTHER NECESSARY EXPENSES (per Day)					
PROPERTY PROTECTION INSURANCE (PPI) (Michigan only)					
AUTO MEDICAL PAYMENTS		2	\$5,000		\$124
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)			SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.		
UNINSURED MOTORISTS (UM)		7			
UNDERINSURED MOTORISTS (UIM) (when not included in UM coverage)					
SUPPLEMENTARY UNINSURED /UNDERINSURED MOTORISTS (SUM) (New York only)**					
P H D Y A S M I A E L	COMPREHENSIVE COVERAGE	7, 8	ACTUAL CASH VALUE OR	See Schedule Ded. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING***	\$734
	SPECIFIED CAUSES OF LOSS COVERAGE		COST OF REPAIR	\$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
	COLLISION COVERAGE	7, 8	WHICHEVER IS LESS MINUS	See Schedule Deductible FOR EACH COVERED AUTO***	\$2,244
	TOWING & LABOR (not available in California)		for each disablement of a private passenger auto		
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:					
				PREMIUM FOR ENDORSEMENTS	\$306
				ESTIMATED TOTAL PREMIUM	\$30,881

#Entry optional if shown in Common Policy Declarations

\*(or equivalent No-Fault coverage)

\*\* New York-Supplementary UM/UIM coverage-(SUM) applies. The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.

\*\*\*See ITEM FOUR for hired or borrowed "autos."

By \_\_\_\_\_  
Authorized Representative

## ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION	PURCHASED		TERRITORY: Town & State where the Covered Auto will be principally garaged
	Year; Model; Trade Name; Body Type; Serial Number (s); Vehicle Identification Number (VIN)	Original Cost New	Actual NEW (N) Cost & USED (U)	
	SEE XIC 300			

Covered Auto No.	Radius of Operation (In Miles)	Business use s=service r=retail c=comm'l	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	EXCEPT for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss
					Liab.	Phy. Damage			

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)										
	LIABILITY		P.I.P.**		ADDED P.I.P.**		P.P.I. (Michigan only)		AUTO MEDICAL PAYMENT	
Covered Auto No.	Limit (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit * (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit (In Thousands)	Premium

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)											
	MEDICAL EXPENSES AND INCOME LOSS BENEFITS (Virginia only)		OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York only)		AGGREGATE NO-FAULT (New York only)		MAXIMUM MONTHLY WORK LOSS (New York only)	DEATH BENEFIT (New York only)	OTHER NECESSARY EXPENSES (PER DAY) (New York only)	UNINSURED MOTORISTS	
Covered Auto No.	Limit * (In Thousands)	Premium	Limit* (In Thou- sands)	Premium	Limit (In Thou- sands)	Premium	Limit	Limit	Limit	Limit * (In Thousands)	Premium

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)												
	UNDERINSURED MOTORISTS		SUPPLEMENTARY UNINSURED MOTORISTS (New York only)		COMPREHENSIVE		SPECIFIED CAUSE OF LOSS		COLLISION		TOWING & LABOR	
Covered Auto No.	Limit * (In Thousands)	Premium	Limit (In Thousands)	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit per disablement	Premium

\* Absence of a Limit entry in any column means that the Limit in the corresponding Coverage Endorsement applies instead

\*\* (or equivalent No-Fault coverage)

\*\*\*Limit Stated in ITEM TWO

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

## LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIAB.COV. IS PRIMARY)	PREMIUM
CA	Primary Coverage: \$50,000			\$7.965
TOTAL PREMIUM				\$7.965

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.

## PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE		ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE COST OF REPAIRS OR	WHICHEVER IS LESS MINUS \$100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	CA	\$50,000	\$300
SPECIFIED CAUSES OF LOSS		WHICHEVER IS LESS MINUS \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM			
COLLISION		WHICHEVER IS LESS MINUS \$1,000 DEDUCTIBLE FOR EACH COVERED AUTO	CA	\$50,000	\$413
				TOTAL PREMIUM	\$713

## ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAME INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	Included
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
TOTAL			\$195

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

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile			
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
TOTAL PREMIUMS				
MINIMUM PREMIUMS				

When used as a premium basis:

## FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

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

## FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

**SCHEDULE OF COVERED AUTOS YOU OWN  
EXTENSION OF DECLARATIONS**

**ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION	PURCHASED		TERRITORY Town & State Where the Covered Auto will be principally garaged	CLASSIFICATION								EXCEPT for towing all physical damage loss is payable to you and loss payee named below as interests may appear at the time of the loss
	Year; Model; Trade Name; Body Type; Serial Number (s); Vehicle Identification Number (VIN)	Original Cost New	Actual NEW (N) Cost & USED (U)		Radius of Operation (In Miles)	Business use s=service r=retail c=comm'l	Size GVW GCW or Vehicle Seating Capacit	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	
									Liab.	Phys. Damage			
1	2021 CHEVY 2500HD, VIN#123456789	\$38,445		Anaheim, CA	Up to 50		Medium Truck 10,001 to 20,000 lbs	3			All other	21489	
2	2021 CHEVY 2500HD, VIN#123456789	\$38,445		Anaheim, CA	Up to 50		Medium Truck 10,001 to 20,000 lbs	3			All other	21489	
3	2012 CHEVY C2500, VIN#123456789	\$27,300		Anaheim, CA	Up to 50		Light Truck 10,000 lbs GVWR or le	G			All other	01489	
4	2020 DITCH TRAILER, VIN#123456789	\$5,000		Anaheim, CA	Up to 50			4			All other	68489	
5	2011 TRAIL TRAILER, VIN#123456789	\$5,000		Anaheim, CA	Up to 50			H			All other	68489	
6	2000 FREIGH FL-70, VIN#123456789	\$53,623		Anaheim, CA	Up to 50		Heavy Truck 20,001 to 45,000 lbs	U			All other	31489	

**COVERAGES PREMIUM, LIMITS AND DEDUCTIBLES** (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	LIABILITY		P.I.P.**		ADDED P.I.P. **		PROPERTY PROTECTION INS. (Michigan. only)		AUTO MEDICAL PAYMENTS		MEDICAL EXPENSES AND INCOME LOSS BENEFITS (Virginia only)		OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York only)		AGGREGATE NO-FAULT (New York only)		MAXIMUM MONTHLY WORK LOSS (New York only)
	Limit (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit * (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit (In Thousands)	Premium	Limit
1	\$1,000	\$2,430							\$5	\$20							
2	\$1,000	\$2,430							\$5	\$20							
3	\$1,000	\$2,309							\$5	\$20							
4	\$1,000	\$229							\$5	\$2							
5	\$1,000	\$229							\$5	\$2							
6	\$1,000	\$2,633							\$5	\$20							

Covered Auto No.	DEATH BENEFIT (New York only)	OTHER NECESSARY EXPENSES (PER DAY) (New York only)	UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		SUPPLEMENTARY UNINSURED MOTORISTS (New York only)		COMPREHENSIVE		SPECIFIED CAUSE OF LOSS		COLLISION		TOWING & LABOR	
	Limit	Limit	Limit * (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit (In Thousands)	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit per disablement	Premium
1									\$1,000	\$87			\$1,000	\$360		
2									\$1,000	\$87			\$1,000	\$360		
3									\$1,000	\$58			\$1,000	\$195		
4									\$1,000	\$23			\$1,000	\$50		
5									\$1,000	\$12			\$1,000	\$21		
6									\$2,000	\$45			\$2,000	\$185		

\* Absence of a Limit entry in any column means that the Limit in the corresponding Coverage Endorsement applies instead

\*\* (or equivalent No-Fault coverage)

\*\*\* Limit stated in ITEM TWO



**SCHEDULE OF COVERED AUTOS YOU OWN  
EXTENSION OF DECLARATIONS**

**ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION	PURCHASED		TERRITORY Town & State Where the Covered Auto will be principally garaged	CLASSIFICATION								EXCEPT for towing all physical damage loss is payable to you and loss payee named below as interests may appear at the time of the loss
	Year; Model; Trade Name; Body Type; Serial Number (s); Vehicle Identification Number (VIN)	Original Cost New	Actual NEW (N) Cost & USED (U)		Radius of Operation (In Miles)	Business use s=service r=retail c=comm'l	Size GVW GCW or Vehicle Seating Capacit	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	
									Liab.	Phys. Damage			
7	2006 FORD F650SD, VIN#123456789	\$47,645		Anaheim, CA	Up to 50		Heavy Truck 20,001 to 45,000 lbs	M			All other	31489	
8	1989 PETERB 377, VIN#123456789	\$83,570		Anaheim, CA	Up to 50		Extra-Heavy Truck-Tractor over 45	Z			All other	50489	

**COVERAGES PREMIUM, LIMITS AND DEDUCTIBLES** (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	LIABILITY		P.I.P.**		ADDED P.I.P. **		PROPERTY PROTECTION INS. (Michigan. only)		AUTO MEDICAL PAYMENTS		MEDICAL EXPENSES AND INCOME LOSS BENEFITS (Virginia only)		OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York only)		AGGREGATE NO-FAULT (New York only)		MAXIMUM MONTHLY WORK LOSS (New York only)	
	Limit (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit * (In Thousands)	Premium	Limit * minus deductible shown below	Premium	Limit (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit (In Thousands)	Premium	Limit	
7	\$1,000	\$2,633							\$5	\$20								
8	\$1,000	\$6,420							\$5	\$20								

Covered Auto No.	DEATH BENEFIT (New York only)	OTHER NECESSARY EXPENSES (PER DAY) (New York only)	UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		SUPPLEMENTARY UNINSURED MOTORISTS (New York only)		COMPREHENSIVE		SPECIFIED CAUSE OF LOSS		COLLISION		TOWING & LABOR	
	Limit	Limit	Limit * (In Thousands)	Premium	Limit * (In Thousands)	Premium	Limit (In Thousands)	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit *** minus deductible shown below	Premium	Limit per disablement	Premium
7									\$1,000	\$53			\$1,000	\$208		
8									\$2,000	\$69			\$2,000	\$452		

\* Absence of a Limit entry in any column means that the Limit in the corresponding Coverage Endorsement applies instead

\*\* (or equivalent No-Fault coverage)

\*\*\* Limit stated in ITEM TWO

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

**XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
  - 1. Broad Form Insured**
  - 2. Employees As Insureds**
  - 3. Additional Insured By Contract, Agreement or Permit**
  - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
  - 1. Rental Reimbursement**
  - 2. Extra Expense – Broadened Coverage**
  - 3. Personal Effects Coverage**
  - 4. Lease Gap**
  - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
  - 1. Additional Transportation Expense**
  - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
  - 1. Notice Of Occurrence**
  - 2. Waiver Of Subrogation**
  - 3. Unintentional Failure To Disclose Hazards**
  - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

**A. Temporary Substitute Auto Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage coverage:

1. 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.

**B. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is changed by adding the following:

**1. Broad Form Insured**

For any covered “auto”, any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

**2. Employees As Insureds**

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

**3. Additional Insured By Contract, Agreement Or Permit**

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.

**4. Employee Hired Autos**

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

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.** is replaced with the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:
  - (1)** Any covered “auto” you lease, hire, rent or borrow; and
  - (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**C. Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is changed as follows:

Item **(2)** is deleted and replaced by the following:

- (2)** Up to \$3,500 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.

Item **(4)** is deleted and replaced by the following:

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

**D. Amended Fellow Employee Exclusion**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

**E. Physical Damage Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is changed by adding the following:

**1. Rental Reimbursement**

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) \$50 any one day per private passenger "auto";  
\$100 any one day per truck;  
\$1,500 any one period per private passenger "auto";  
\$3,000 any one period per truck; or  
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

## **2. Extra Expense – Broadened Coverage**

We will pay for the expense of returning a stolen covered "auto" to you.

## **3. Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

## **4. Lease Gap**

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

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

**5. Glass Repair – Waiver Of Deductible**

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

**F. Physical Damage Coverage Extensions**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by the following:

**1. Additional Transportation Expense**

**Sections a. and b.** are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**2. Hired Auto Physical Damage**

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

**G. Business Auto Conditions**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is changed by the following:

**1. Notice Of Occurrence**

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

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

**2. Waiver Of Subrogation**

**Section 5. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is changed by the following:

**3. Unintentional Failure To Disclose Hazards**

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

**4. Primary Insurance**

**Condition 5. Other Insurance** is changed by adding the following:

For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

**H. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, C. “Bodily injury”** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**I. Extended Cancellation Condition**

**COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b.** is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.