

06-0883-00
TWIN CITY GROUP
4500 PARK GLEN RD STE 400
MINNEAPOLIS MN 55416

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

Agency phone: (952) 924-6900

PO BOX 30660 • LANSING, MI 48909-8160

10-27-2023

AUTO-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

Pay by Phone
1-800-288-8740

TRACY PRINTING INC
3813 CHANDLER DR NE
MINNEAPOLIS MN 55421-4410

RE: Policy 54-835-650-00

Billing Account 101686228

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

AUTO-OWNERS INSURANCE COMPANY**NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN
INSOLVENCY UNDER THE MINNESOTA INSURANCE
GUARANTY ASSOCIATION LAW**

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Avenue
Edina, Minnesota 55435-5137
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY TWIN CITY GROUP
06-0883-00 MKT TERR 016 (952) 924-6900

ITEM ONE

NAMED INSURED TRACY PRINTING INC

ADDRESS 3813 CHANDLER DR NE
MINNEAPOLIS MN 55421-4410

**COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM**

Effective 11-01-2023

POLICY NUMBER 54-835-650-00

Company Use 08-04-MN-2311

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
11-01-2023 to 11-01-2024

Entity: Corporation

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

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

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 Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		1	\$1Million each accident	\$1,500.20
Uninsured/Underinsured Motorist Coverage		6	Uninsured Motorist - \$1Million each person/\$1Million each accident	\$70.22
		6	Underinsured Motorist - \$1Million each person/\$1Million each accident	\$199.33
Personal Injury Protection		7	\$20,000 medical/\$20,000 non-medical (Stacked Personal Injury Protection limits apply)	\$229.45
Medical Payments				No Coverage
Physical Damage	Comprehensive	7, 8	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$447.81
	Collision	7, 8	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$665.97
	Road Trouble Service	7	See ITEM THREE for the limit applicable for each covered auto.	\$74.76
	Additional Expense	7	See ITEM THREE for the limit applicable for each covered auto.	\$188.18
MN Auto Theft Surcharge				\$2.00
Premium for Endorsements and Terrorism Coverage				\$58.76
ESTIMATED TOTAL PREMIUM*				\$3,436.68

* This policy may be subject to final audit.

AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00 MKT TERR 016

Company POLICY NUMBER
Bill Company Use 54-835-650-00
08-04-MN-2311

NAMED INSURED TRACY PRINTING INC

Term 11-01-2023 to 11-01-2024

ITEM TWO (Continued)

Endorsements That Apply To All Items: 58000 (01-15) 58001 (01-15) 58009 (01-15) 58200 (01-15) 58524 (01-15) 58555 (01-16)
58557 (03-16) 58714 (07-16) 58874 (05-20) 59325 (12-19) 58089 (01-21)

QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

- | | |
|---|---|
| 1 = Any Auto | 6 = Owned Autos Subject To A Compulsory Uninsured Motorists Law |
| 2 = Owned Autos Only | 7 = Scheduled Autos Only |
| 3 = Owned Private Passenger Autos Only | 8 = Hired Autos Only |
| 4 = Owned Autos Other Than Private Passenger Autos Only | 9 = Non-owned Autos Only |
| 5 = Owned Autos Subject to No-fault | 19 = Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only |

COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM

Effective 11-01-2023

POLICY NUMBER 54-835-650-00

Company Use 08-04-MN-2311

Company Bill	POLICY TERM	
	12:01 a.m.	12:01 a.m.
	11-01-2023	11-01-2024

ITEM THREE - SCHEDULE OF COVERED AUTOS, ADDITIONAL COVERAGES AND ENDORSEMENTS

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	013 Ramsey County, MN	SPL
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$89.16
Terrorism Coverage		.45
TOTAL		\$89.61

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)

Rate Effective Date 11-22-2022

160

Hired Autos Physical Damage	013 Ramsey County, MN	SPL
COVERAGES	LIMITS	PREMIUM
Comprehensive	ACV not to exceed \$ 200,000 \$ 100 deductible each covered auto	\$15.46
Collision	ACV not to exceed \$ 200,000 \$ 250 deductible each covered auto	62.65
Terrorism Coverage		.39
TOTAL		\$78.50

ITEM DETAILS: Estimated cost of hire - physical damage \$ If Any (Subject to audit)

Rate Effective Date 11-22-2022

160

AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00

MKT TERR 016

Company
BillPOLICY NUMBER
Company Use54-835-650-00
08-04-MN-2311

NAMED INSURED TRACY PRINTING INC

Term 11-01-2023 to 11-01-2024

TERRITORY CLASS

Drive Other Car Coverage - Broadened Coverage for Named Individuals

Name of Individual: TIM MEZZENGA

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$12.63
Uninsured Motorist	\$1Million each person/\$1Million each accident	2.81
Underinsured Motorist	\$1Million each person/\$1Million each accident	6.34
Personal Injury Protection	\$ 20,000 medical/\$ 20,000 non-medical	5.50
Comprehensive	ACV - \$ 500 deductible Full Glass	8.28
Collision	ACV - \$ 500 deductible	6.88
Road Trouble Service	\$ 50 each occurrence	2.00
Additional Expense	\$ 30 per day/\$ 900 per loss	2.00
Terrorism Coverage		.23
TOTAL		\$46.67

Additional Endorsements For This Item: 58335 (05-20) 58537 (08-15) 58419 (04-17) 58650 (01-17)

You have elected to stack Personal Injury Protection limit.

Rate Effective Date 11-22-2022

160

Drive Other Car Coverage - Broadened Coverage for Named Individuals

Name of Individual: CYNTHIA MEZZENGA

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$12.94
Uninsured Motorist	\$1Million each person/\$1Million each accident	2.81
Underinsured Motorist	\$1Million each person/\$1Million each accident	6.34
Personal Injury Protection	\$ 20,000 medical/\$ 20,000 non-medical	5.50
Comprehensive	ACV - \$ 500 deductible Full Glass	8.13
Collision	ACV - \$ 500 deductible	6.96
Road Trouble Service	\$ 50 each occurrence	2.00
Additional Expense	\$ 30 per day/\$ 900 per loss	2.00
Terrorism Coverage		.23
TOTAL		\$46.91

Additional Endorsements For This Item: 58335 (05-20) 58537 (08-15) 58419 (04-17) 58650 (01-17)

You have elected to stack Personal Injury Protection limit.

Rate Effective Date 11-22-2022

160

Non-Owned Autos Liability

013 SPL
Ramsey County, MN

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$34.04
Terrorism Coverage		.17
TOTAL		\$34.21

Rate Effective Date 11-22-2022

160

AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00

MKT TERR 016

Company
BillPOLICY NUMBER
Company Use54-835-650-00
08-04-MN-2311

NAMED INSURED TRACY PRINTING INC

Term 11-01-2023 to 11-01-2024

	TERRITORY	CLASS
1. 1996 FORD F250 VIN: 2FTHF26F0TCA70345	013 Ramsey County, MN	

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$304.80
Uninsured Motorist	\$1Million each person/\$1Million each accident	10.36
Underinsured Motorist	\$1Million each person/\$1Million each accident	29.92
Personal Injury Protection	\$ 20,000 medical/\$ 20,000 non-medical	45.11
Road Trouble Service	\$ 200 each occurrence	29.80
Terrorism Coverage		2.10
TOTAL		\$422.09

Interested Parties: None

Additional Endorsements For This Item: 58335 (05-20) 58419 (04-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01811): Support/Errand Vehicles.

Vehicle Count Factor Applies.

Personal Injury Protection premium anticipates a Workers Compensation policy in effect.

You have elected to stack Personal Injury Protection limit.

Rate Effective Date 11-22-2022

160 0017310

2. 2020 GMC SIERRA VIN: 3GTU9DEL2LG204221	013 Ramsey County, MN
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COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$570.54
Uninsured Motorist	\$1Million each person/\$1Million each accident	21.23
Underinsured Motorist	\$1Million each person/\$1Million each accident	61.35
Personal Injury Protection	\$ 20,000 medical/\$ 20,000 non-medical	76.92
Comprehensive	ACV - \$ 500 deductible Full Glass	234.75
MN Auto Theft Surcharge		1.00
Collision	ACV - \$ 500 deductible	353.93
Road Trouble Service	\$ 200 each occurrence	12.92
Additional Expense	\$100 per day/\$3,000 per loss	96.37
Terrorism Coverage		7.15
TOTAL		\$1,436.16

Interested Parties: None

Additional Endorsements For This Item: 58207 (07-16) 58335 (05-20) 58537 (08-15) 58419 (04-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01811): Support/Errand Vehicles.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Personal Injury Protection premium anticipates a Workers Compensation policy in effect.

You have elected to stack Personal Injury Protection limit.

Rate Effective Date 11-22-2022

160 0050200

AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00

MKT TERR 016

Company
BillPOLICY NUMBER
Company Use54-835-650-00
08-04-MN-2311

NAMED INSURED TRACY PRINTING INC

Term 11-01-2023 to 11-01-2024

		TERRITORY	CLASS
3. 2015 CHEV TAHOE VIN: 1GNSKCKC9FR607263		013 Ramsey County, MN	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$476.09	
Uninsured Motorist	\$1Million each person/\$1Million each accident	33.01	
Underinsured Motorist	\$1Million each person/\$1Million each accident	95.38	
Personal Injury Protection	\$ 20,000 medical/\$ 20,000 non-medical	96.42	
Comprehensive	ACV - \$ 500 deductible Full Glass	181.19	
MN Auto Theft Surcharge		1.00	
Collision	ACV - \$ 500 deductible	235.55	
Road Trouble Service	\$ 200 each occurrence	28.04	
Additional Expense	\$100 per day/\$3,000 per loss	87.81	
Terrorism Coverage		6.17	
TOTAL		\$1,240.66	

Interested Parties: None

Additional Endorsements For This Item: 58207 (07-16) 58335 (05-20) 58537 (08-15) 58419 (04-17)

ITEM DETAILS: Full Size SUV 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01811): Support/Errand Vehicles.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Personal Injury Protection premium anticipates a Workers Compensation policy in effect.

You have elected to stack Personal Injury Protection limit.

Rate Effective Date 11-22-2022

160 0062000

Endorsements That Apply To This Policy

Employee Hired Autos		013 Ramsey County, MN
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$11.36
Comprehensive	ACV not to exceed \$ 200,000 \$ 100 deductible each covered auto	2.16
Collision	ACV not to exceed \$ 200,000 \$ 250 deductible each covered auto	3.79
Terrorism Coverage		.09
TOTAL		\$17.40

Additional Endorsements For This Item: 58546 (01-15)

Rate Effective Date 11-22-2022

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AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00

MKT TERR 016

Company
BillPOLICY NUMBER
Company Use**54-835-650-00**
08-04-MN-2311

NAMED INSURED TRACY PRINTING INC

Term 11-01-2023 to 11-01-2024

	TERRITORY	CLASS
	013	
Commercial Auto Plus Coverage Package	Ramsey County, MN	
COVERAGES	PREMIUM	
See form	\$24.35	
Terrorism Coverage	.12	
TOTAL	\$24.47	

Additional Endorsements For This Item: 58514 (08-20)

ITEM DETAILS: 2 qualified item(s).

Physical damage coverages apply under the Commercial Auto Plus Coverage Package to qualified items that have the applicable comprehensive and/or collision coverage(s). Liability coverages provided by this endorsement apply to covered autos insured for liability.

Rate Effective Date 11-22-2022

160

	TERM
ESTIMATED TOTAL PREMIUM	\$3,436.68
PAID IN FULL DISCOUNT	-479.30
ESTIMATED TOTAL PREMIUM IF PAID IN FULL	\$2,957.38

The Paid In Full Discount does not apply to fixed fees or statutory charges.

Policy Rate Code 0000

A 14% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb(X)

Comm Prop/Comm Liab(X) WC(X) Life() Personal() Farm().

00377

323111

AUTO-OWNERS INS. CO.

Issued 10-27-2023

AGENCY TWIN CITY GROUP
06-0883-00 MKT TERR 016

Company POLICY NUMBER 54-835-650-00
Bill Company Use 08-04-MN-2311

NAMED INSURED TRACY PRINTING INC Term 11-01-2023 to 11-01-2024

COVERAGE

LIMITS



58983 (7-16)
Issued 10-27-2023

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY	TWIN CITY GROUP		
	06-0883-00	MKT TERR 016	(952) 924-6900

NAMED INSURED TRACY PRINTING INC

ADDRESS 3813 CHANDLER DR NE
MINNEAPOLIS MN 55421-4410

**COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM**

Effective 11-01-2023

POLICY NUMBER 54-835-650-00

Company Use 08-04-MN-2311

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
11-01-2023 to 11-01-2024

0799

Scheduled Drivers List

Listed below are drivers currently scheduled on this policy. Please compare the list with your current records and contact your agent with any changes that need to be made. We will update the list accordingly for the next renewal.

Name:			
Last	First	Age	State
MEZZENGA	TIM	65	MN
MEZZENGA	CYNTHIA	66	MN
MEZZENGA	GREG	48	MN

Commercial Auto Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable. Subject to the provisions of General Condition 5. Changes and any audit provisions of any coverage provided, the premium shown in the Declarations is the only premium you will be asked to pay.

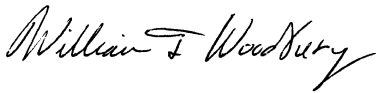
PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company, this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

QUICK REFERENCE

THE DECLARATIONS PAGE SHOWS THE: NAMED INSURED
SCHEDULE OF COVERED AUTOS AND COVERAGES
LIMIT OF INSURANCE
ENDORSEMENTS THAT APPLY TO THIS POLICY
PREMIUM

COMMERCIAL AUTO POLICY	Beginning on Page
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COMMERCIAL AUTO POLICY

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, words and phrases that appear in **bold face type** have special meaning. Refer to SECTION VI - DEFINITIONS. The descriptions in the headings of this policy and all applicable endorsements are solely for convenience and are not part of the terms and conditions of coverage.

SECTION I - COVERED AUTOS

A. COVERED AUTO DESIGNATION SYMBOLS

The following symbols describe the **autos** for which coverage may be provided. Symbols shown next to

the various coverages in the Declarations designate only those **autos** which shall be considered covered **autos** for each such coverage.

Symbol	Description Of Covered Auto Designation Symbols	
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Covered Autos Liability Coverage any trailer you do not own while connected to or accidentally disconnected from a power unit you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only private passenger autos you own (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a private passenger auto 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 private passenger autos (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit, other than a private passenger auto, you own). This includes those autos that are not private passenger autos you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-fault	Only those autos you own that are required by law to have no-fault benefits in the state in which 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 Motorist Law	Only those autos you own that are required by law of the state in which they are licensed or principally garaged to have and cannot reject Uninsured Motorist Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Scheduled Autos Only	Only those autos scheduled in the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit scheduled in the Declarations).
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), executive officers (if you are a corporation), 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), executive officers (if you are a corporation), or members of their households, but only while used in your business or your personal affairs .

Symbol	Description Of Covered Auto Designation Symbols	
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. NEWLY ACQUIRED AUTOS

If Symbol 7 is entered next to a coverage in Item Two of the Declarations, then:

1. Coverage

- a. An **auto you** acquire ownership of shall be a covered **auto** provided:
 - (1) The date **you** acquire ownership of the **auto** is during the policy term shown in the Declarations;
 - (2) No other insurance policy provides coverage for the **auto**; and
 - (3) **We** already cover all other **autos you** own, that are licensed for use on public roadways, except any that are out of service because of mechanical breakdown or damage sustained in an **accident**; and
- b. If such **auto you** acquire ownership of:
 - (1) Replaces an **auto you** previously owned, it shall be provided only those coverages which applied to the replaced **auto**.
 - (2) Is an additional **auto** (that is not a **trailer**), it shall be provided the following coverages:
 - (a) For other than physical damage coverage, it shall be provided the broadest coverages applicable to any one covered **auto** (that is not a **trailer**).
 - (b) For physical damage coverage, it shall be provided only those coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.
 - (3) Is an additional **auto** (that is a **trailer**), it shall be provided only those physical damage coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.

2. Duration of Coverage

Coverage for an **auto you** acquire ownership of shall apply for the remainder of the policy term or 30 days from the date **you** acquired

ownership of the **auto** if this policy is renewed, whichever is longer.

3. Reporting

You must report all **autos you** acquire ownership of to **us** by the expiration of the policy term during which the **auto** was acquired or 30 days from the date **you** acquired the **auto** if this policy is renewed, whichever is longer.

4. Premium

You will be charged the premium for all **autos you** acquire ownership of that are provided coverage under this extension from the date **you** acquired the **autos**.

5. Option to Purchase Physical Damage Coverage

You may at any time during the first 30 days after **you** acquire ownership of the **auto**, purchase the broadest physical damage coverages applicable to any one **auto** already scheduled in the Declarations.

C. TRAILERS AND MOBILE EQUIPMENT

The Covered Autos Liability Coverage provided by this policy for an **auto** extends to:

1. A **trailer** that is not connected to an **auto**, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and
 - b. Is owned by or is in the care, custody or control of:
 - (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership or use of the **trailer** by the individuals or organizations described in (1), (2) and (3) immediately above.

2. A **trailer** that is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage provided by this policy does not apply, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and

b. Is owned by:**(1) You;**

(2) A family member, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or

(3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

- 3. Mobile equipment** while being carried or towed by a covered **auto**.
- 4. Non-motorized farm machinery or farm wagons** while connected to or accidentally disconnected from such covered **auto**.

D. TEMPORARY SUBSTITUTE AUTOS

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:

- 1. Breakdown;**
- 2. Repair;**
- 3. Servicing;**
- 4. Loss; or**
- 5. Destruction**

shall be provided only those coverages which apply to such covered **auto** that is out of service.

E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an **insured** legally must pay as damages because of **bodily injury or property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **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 a covered **auto** as an **auto**. 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 will investigate, settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. **We** will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage 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** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:

- (1) (a)** The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

(2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.

(3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.

(4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.

c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.

d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

you do not own, lease, hire, rent or borrow, in connection with **your** business.

e. If **you** are an individual:

- (1) A **family member** who does not own an **auto** (that is not a **trailer**); and
- (2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and
- (3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.

f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.

g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.

h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:

- (1) Has a load capacity of 2,000 pounds or less; and
- (2) Is not connected to an **auto**; or
- (3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.

i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

2. Coverage Extensions

a. Supplementary Payments

In addition to **our** Limit of Insurance for Covered Autos Liability Coverage, **we** will also pay:

- (1) Premiums on appeal bonds in any **suit** **we** defend. **We** will not apply for or furnish such bonds.
- (2) Premiums on bonds to release attachments in any **suit** against an **insured** **we** defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. **We** will not apply for or furnish such bonds.
- (3) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** **we** cover. **We** will not apply for or furnish such bonds.

(4) Interest on damages owed by an **insured** because of a judgment in a **suit** **we** defend and accruing:

- (a) After the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
- (b) Before the judgment, where owed by law, but only on that part of the judgment **we** pay.

(5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.

(6) All court costs taxed against an **insured** in any **suit** against that **insured** which **we** defend.

(7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$250 per day.

b. Out-of-state Coverage Extensions

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

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

We will not duplicate payments available under this or any other insurance for the same elements of **loss**.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. 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. This exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

2. Contractual

Liability for **bodily injury** or **property damage** assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of such contract or agreement;
- b. That the **insured** would have in the absence of the contract or agreement; or
- c. Assumed in a **private passenger auto** lease or rental agreement, provided **you** are an individual and a party to the contract.

3. 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 **3.a.** above.

This exclusion applies:

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

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**.

4. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of any **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 the fellow **employee** as a consequence of Paragraph **4.a.** above.

5. Expected or Intended Injury

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

6. 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**;

- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**; or
- c. To or from any non-motorized farm machinery or farm wagon.

7. 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**.
- b. Machinery or equipment that is in, upon or attached to 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.
- c. Machinery or equipment that is in, upon or attached to a **trailer**, non-motorized farm machinery or farm wagon.

8. 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 **8.a.** or **8.b.** above.

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

- a. When all of the work called for in **your** contract has been completed;
- b. When all the work to be done at the site has been completed if **your** contract calls for work at more than one site; or
- c. 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.

9. Pollution

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

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (b) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
 - (2) 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
 - (3) 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**.
- b. Paragraph 9.a.(1) 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**.
- c. Paragraphs 9.a.(2) and 9.a.(3) above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
- 10. Public or Livery Conveyance**
Bodily injury or property damage arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

11. Racing

Bodily injury or property damage arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

12. War or Military Action

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. 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.

14. Autos Leased Under Hold Harmless Agreements

Bodily injury or property damage arising out of the use of any covered **auto** (that is not a **trailer**) while:

- a. Leased to **you** in writing in accordance with a written agreement in which the lessor holds **you** harmless; and
- b. Used pursuant to operating rights (permits) granted to **you** by a public authority.

C. LIMIT OF INSURANCE

We will pay damages for **bodily injury, property damage and covered pollution cost or expense** up to the Limit of Insurance shown in the Declarations for this coverage. Such damages shall be paid as follows:

- 1. When combined liability limits are shown in the Declarations, the limit shown for each **accident** is the total amount of coverage and the most **we** will pay for damages because of or arising out of **bodily injury, property damage and covered pollution cost or expense** in any one **accident**.
- 2. When separate **bodily injury and property damage** limits are shown in the Declarations:
 - a. For **bodily injury**:
 - (1) The limit shown for "each person" is the amount of coverage and the most **we**

will pay for all damages because of or arising out of **bodily injury** to one person in any one **accident**.

- (2) The limit shown for "each accident" is the total amount of coverage and the most **we** will pay, subject to **2.a.(1)** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **accident**.

- b. For **property damage**, the limit shown is the amount of coverage and the most **we** will pay for all **property damage** in any one **accident**.

3. The Limit of Insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the Limit of Insurance.
4. The Limit of Insurance applicable to a **trailer** covered by this policy but not scheduled in the Declarations:

- a. Which is not connected to an **auto**; or
b. Which is connected to an **auto** not covered for Covered Autos Liability Coverage by this policy

shall be the Limit of Insurance applicable to any covered **auto**.

5. The Limit of Insurance for this coverage may not be added to the limits for the same or similar coverage applying to other **autos** insured by this policy to determine the amount of coverage available for any one **accident** or **covered pollution cost or expense**, regardless of the number of:

- a. Covered **autos**;
b. **Insureds**;
c. Premiums paid;
d. Claims made or **suits** brought;
e. Persons injured; or
f. Vehicles involved in the **accident**.

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**.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

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

a. **Comprehensive Coverage**

From any cause except:

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

However, **we** will pay for:

- (1) Glass breakage from any cause including upset or collision;
(2) Damage caused by missiles or falling objects; and
(3) Damage caused by collision with an animal or bird.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair. However, the deductible will still apply to:

- (1) Any light or any component of any light to such covered **auto**;
(2) Any glass contained in the roof;
(3) Removable roof panels of any type;
(4) Mirrors of any type; or

- (5) Replacement of any safety or laminated glass.

b. **Collision Coverage**

Caused by:

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

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** that is a **private passenger auto** is:

- (1) In a collision with another **auto**:
(a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
(b) Whose owner or operator has been identified; and
1) Is legally responsible for the entire amount of the damage; and
2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
(2) Legally parked and is accidentally struck by another of **your private passenger autos**, provided Collision Coverage applies to both **autos**.

2. Road Trouble Service

We will pay up to the amount shown in the Declarations for this coverage each time a covered **auto** that is a **private passenger auto** is disabled:

- a. For towing to the nearest available garage; and
- b. For the cost of labor performed at the place of disablement.

3. Coverage Extensions

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** will extend to certain **trailers** you do not own. The trailer must:

- (1) Have a load capacity of 2,000 pounds or less;
- (2) Be used with **your private passenger auto**; and
- (3) Be other than a **trailer** of the home, office, store, display or passenger type.

Our limit of insurance under this coverage extension is \$500 in any one **loss**. No deductible applies.

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown in the Declarations for a **private passenger auto** scheduled in the Declarations, **we** will pay up to \$30 per day but not more than \$900 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred during the period beginning 48 hours after an **insured** reports the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**.

c. Personal Property

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** that is a **private passenger auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**. This coverage extension does not apply to:

- (1) Property used in a business, trade or profession.
- (2) Money or jewelry.
- (3) Property specifically insured.

- (4) Anything that is otherwise excluded by this policy.

Our limit of insurance under this coverage extension is \$300 in any one **loss**. No deductible applies.

d. Air Bag Replacement

The Comprehensive Coverage provided to a **private passenger auto** scheduled in the Declarations will extend to replacement of an air bag that inflates without such **auto** having been involved in a Comprehensive or Collision **loss**. No deductible applies.

e. Loss of Use - Rental Fee Reimbursement

- (1) We shall provide the following extension of coverage when **you** become legally responsible to pay for loss of use of:

- (a) A **private passenger auto** rented or hired without a driver under a written rental contract or agreement and a covered **auto** under this policy is a **private passenger auto** with Comprehensive and Collision Coverages which extend to such rented or hired **private passenger auto**; or
- (b) An **auto** (that is not a **private passenger auto**) rented or hired without a driver under a written rental contract or agreement and such **auto** is provided **Hired Auto Physical Damage** coverage under this policy.

- (2) We shall reimburse **you** or pay on **your** behalf:

- (a) The rental fee that would have been paid if such **auto** (that is a **private passenger auto**); or
- (b) Up to \$30 per day but not more than \$900 in any one **loss**, of the rental fee that would have been paid, if such **auto** (that is not a **private passenger auto**) had not sustained **loss**.

- (3) This coverage begins the day following the **loss** and ends, regardless of the policy expiration date, at the earliest of the following:

- (a) The day repairs to the rental **auto** are completed, not to exceed a period longer than required to repair such **auto**, exercising due diligence and dispatch;
- (b) The day **we** make payment for replacement of the rental **auto**; or
- (c) Thirty (30) days after the date coverage begins.

- (4) **You** or the rental agency must submit proper receipts to **us** for all expenses claimed under this coverage extension.

f. Diminished Value

When Diminished Value Coverage is shown in the Declarations for an **auto**, **we** shall pay:

- (1) An additional 15% of the settlement amount if the model year of such **auto** is no older than the model year of the date of the **loss** and the two prior model years; or
- (2) An additional 10% of the settlement amount for prior model years for damage to such **auto** because of **diminished value**, only if such **auto** is repaired. This provision does not apply to damage to glass.

B. EXCLUSIONS

Comprehensive and Collision Coverages do not apply to:

1. Audio, Visual or Data Electronic Equipment

Loss to any of the following:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals. However, such equipment is covered if:
 - (1) Standard or optional equipment for the manufacturer of a covered **auto** for that make, model and model year;
 - (2) Permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year; or
 - (3) Scheduled in the Declarations and a premium charged.

Our limit under **a.(2)** above shall not exceed \$1,000 in any one **loss**. No deductible applies to the coverage extension in **a.(2)** above.
- b. Tapes, discs or other similar media designed for use with equipment described in **a.** above.
- c. Any accessories used with the media or equipment described in **a.** or **b.** above.

2. Diminished Value

Loss to a covered **auto** because of or arising out of **diminished value**. This exclusion does not apply to the extent that coverage is provided when Diminished Value Coverage is shown in the Declarations.

3. Expected or Intentional Act

Loss to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

4. Conversion, Embezzlement or Secretion

Loss to a covered **auto** because of or arising out of conversion, embezzlement or secretion by any person lawfully having a covered **auto** under a sale, lease or similar agreement.

5. Illegal Activities

Loss to a covered **auto** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by **you** or a **family member**.

6. Loss of Use

Loss of use of a covered **auto**, except as provided in Coverage Extensions.

7. Nuclear Hazard

Loss caused by or resulting from:

- a. The explosion of any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination, however caused.

8. Racing

Loss to any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

9. Radar Detectors

Loss to any device designed or used to:

- a. Detect speed-measuring equipment such as radar or laser detectors; or
- b. Elude or disrupt speed-measuring equipment such as a jamming apparatus.

10. Tires

Loss to tires, unless the **loss** is caused by:

- a. Fire;
 - b. Theft; or
 - c. Malicious mischief; or
- is part of other **loss** covered by this policy.

11. Truck Campers

Loss to:

- a. A truck camper; or
 - b. A pickup cover with built-in cooking and sleeping equipment
- unless scheduled in the Declarations and a premium charged.

12. War or Military Action

Loss caused by or resulting from:

- 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. Wear and Tear

Loss to a covered **auto** because of and confined to:

- a. Wear and tear;
- b. Freezing; or
- c. Mechanical or electrical breakdown, other than burning of wiring.

This exclusion does not apply to such **loss** following and resulting from other **loss** covered by this policy.

C. LIMIT OF INSURANCE

1. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - a. The actual cash value of damaged or stolen property at the time of the **loss**;
 - b. The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - c. The Limit of Insurance shown in the Declarations.
2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is a **private passenger auto**;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and
 - d. The **loss** occurs within 90 days of the purchase date.

3. If a **loss** to an **auto** scheduled in the Declarations can be paid under either Comprehensive Coverage or Collision Coverage, payment will be made under the coverage that pays the most.

4. Coinsurance

If a scheduled **auto** has been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **auto** of the same make and model, and such modifications affect the amount of the **loss**, **we** will pay only the proportion that the value of a standard **auto** bears to the value of the scheduled **auto**. This does not apply when an additional premium is charged based on the increased value.

5. Deductible - Hired Auto Physical Damage Coverage

If other insurance is available to **you** or the owner of a covered **auto** (that is a hired **auto**) and such insurance is subject to a deductible greater than the deductible which applies to this coverage, **we** shall pay the difference between the two deductibles.

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A. The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.
 2. Not furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
 4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while

working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.

5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in 1. and 2. immediately above.

- B. The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.

2. Not furnished or available for regular use to **you** or anyone living with **you**.
3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.
5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

SECTION V - CONDITIONS

A. LOSS CONDITIONS

1. 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**, an **insured** must give **us** or **our** authorized representative prompt notice of the **accident** or **loss**, including:
 - (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, the **insured** and any other involved **insured** must:
 - (1) Immediately send **us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (2) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**.
 - (3) Authorize **us** to obtain medical records or other pertinent information.
 - (4) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
 - (5) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (6) Agree to examinations under oath at **our** request and give **us** a signed statement of such answers.
- c. If there is **loss** to a covered **auto** or its **equipment or custom furnishings**, an **insured** must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its **equipment or custom furnishings** is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of 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.

2. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Covered Autos Liability Coverage, no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

3. 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 and impartial 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.

4. Loss Payment - Physical Damage Coverage

At **our** option, **we** may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return 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 damaged or stolen property at an agreed or appraised value.

If **we** pay for the **loss**, **our** payment will include, where required by law, the applicable sales tax for damaged or stolen property. **We** may adjust the **loss** for an **auto you** lease, hire, rent or borrow with either **you** or the owner of such **auto**, whomever **we** choose.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person or organization to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person or organization shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

6. Motor Carriers

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
 - (1) Common carriers;
 - (2) Contract carriers; or
 - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between **you** and **us**.
- b. If as a result of that endorsement, **we** are obligated to make a payment that **we** would not make except for that endorsement, **you** agree to reimburse **us** for any payment, including payment for defense costs, **we** must make as a result of that endorsement.

B. GENERAL CONDITIONS**1. Policy Term and Territory**

Under this policy, **we** cover **accidents** and **losses** occurring:

- a. During the policy term 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) Canada; and
 - (4) Anywhere in the world if a covered **auto** that is a **private passenger auto** is leased, hired, rented or borrowed

without a driver for a period of 30 days or less, provided that the **insured's** responsibility to pay damages is determined in a **suit** on the merits in any of the coverage territories described in **b.(1)**, **b.(2)** or **b.(3)** above or in a settlement to which **we** agree.

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

2. Other Insurance

- a. For any covered **auto** that is scheduled in the Declarations, this policy provides primary insurance. For any covered **auto** which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered **auto** (that is a **trailer**) is connected to an **auto** that is scheduled in the Declarations and this coverage shall be excess when any covered **auto** (that is a **trailer**) is connected to an **auto** that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph **a.** above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an **insured contract**.
- c. When this policy 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** policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

3. Assignment

No interest in this policy may be assigned without **our** written consent. However, if **you** are an individual and **you** die within the policy term, the policy will cover as though named in the Declarations:

- a. **Your** spouse;
- b. **Your** legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered **auto**; and
- c. Any person having proper temporary custody of a covered **auto** until a legal representative is appointed

provided **we** are given written notice of **your** death within 60 days of the date of **your** death or by the expiration of the policy term in which **you** die, whichever is greater. This requirement does not apply with regard to **your** spouse.

4. Bankruptcy

Bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of any obligation under the terms of this policy.

5. Changes

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents, concerning the insurance afforded. The terms of this policy can be amended or waived only by endorsement issued by **us** and made part of this policy.
- b. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with **our** consent. **We** may adjust **your** policy premium because of changes made to the policy.
- c. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:
 - (1) The principal place of garaging a covered **auto**;
 - (2) Coverages, limits of insurance and deductibles;
 - (3) The type, make and model of a covered **auto** and its use; and
 - (4) The operators of a covered **auto**. Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

6. Concealment, Misrepresentation or Fraud

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

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

7. Duplication of Coverage

- a. If this policy and any other policy or coverage form provided by **us** or a company affiliated with **us**, provides coverage for the same **accident** or **loss**, **our** maximum limit of insurance under all the policies or coverage forms shall not exceed the highest limit of insurance under any single policy or coverage form applicable to the **accident** or **loss**.
- b. This condition does not apply to any policy or coverage form issued by **us** or a

company affiliated with **us** to specifically provide excess insurance over this policy.

8. 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 term and up to one year afterward.

9. Inspections

- a. **We** have the right to:
 - (1) Make inspections at any time;
 - (2) Give **you** reports on the conditions **we** find; and
 - (3) Recommend changes.
- b. **We** are not obligated to make any inspections, 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. **We** do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs **9.a.** and **9.b.** of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, reports or recommendations.

10. Liberalization

If **we** revise this policy 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.

11. No Benefit to Bailee - Physical Damage Coverage

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 policy.

12. Premiums

The first Named Insured shown in the Declarations:

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

13. Premium Audit

The estimated premium for this policy 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 is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, a return premium will be paid. Failure to pay any premium, including the

final premium, by the due date shown on the bill will be considered to be non payment of premium.

14. Severability

Except as to the Limit of Insurance, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

SECTION VI - 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, designed for travel on public roads;
2. A **trailer**; or
3. 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 physical injury, sickness or disease sustained by a person, including resulting death of that person.

D. 1. Covered pollution cost or expense means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement that an **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
- b. 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**.

2. 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 an **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 an **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 an **insured**.

Paragraph **2.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 **2.b.** and **2.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:

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

E. Diminished value means the actual or perceived reduction in market value or resale value of a covered **auto** as the result of a covered **loss**.

F. Domestic employee means a person engaged in household or domestic work performed principally in connection with a residence premises.

G. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

H. Equipment or custom furnishings means:

1. An apparatus or device (that is not a **trailer**):
 - a. Permanently attached to or installed in or upon a covered **auto**; or
 - b. Designed for use with, but detached from, a covered **auto**.
2. Keys and key fobs designed for a covered **auto**.
3. Custom paint, decals, wraps or other interior or exterior modifications to a covered **auto**.

Equipment or custom furnishings does not include:

1. Anything attached to real estate; or
2. Removable child seats.

I. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.**J. Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with **you**.**K. Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage.**L. Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of a railroad;
4. An indemnification of a municipality as required by ordinance, 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 damages because of **bodily injury** or **property damage** to a third person or organization. Tort liability means liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased by **you** or any of **your employees**.

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

1. Indemnifies a railroad for **bodily injury** or **property damage** arising out of:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. 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
3. 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.

M. 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**.**N. Loss** means direct and accidental loss or damage.**O. 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**.

P. 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.

Q. Private passenger auto means:

- 1. A passenger or station wagon type **auto** with four or more wheels;
- 2. A pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
- 3. A motorhome.

R. Property damage means damage to or destruction of tangible property including resulting loss of use of that property.

S. 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:

- 1. 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
- 2. 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.

T. 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.

U. Trailer means a vehicle which is designed:

- 1. For travel on public roads; and
- 2. To be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment** or **custom furnishings**.

V. Volunteer worker means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.

W. We, us or our means the Company providing this insurance.

X. You or your means the Named Insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.

58650 (1-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SCHEDULE

Name(s) of Individual(s):

TIM MEZZENGA

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

- A.** This endorsement changes only those coverages for which a premium is shown in the Declarations under Drive Other Car Coverage – Broadened Coverage For Named Individuals.
- B. Changes In Covered Autos Liability Coverage**
- 1.** Any **auto you** do not own is a covered **auto** while being used by any individual named in the Schedule or any **family member** of such individual except:
 - a.** Any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
 - b.** Any **auto** used by the individual named in the Schedule or any **family member** of such individual, while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering, or testing **autos** unless that business is **yours**.
 - 2.** The following is added to **Who Is An Insured**: Any individual named in the Schedule and any **family member** of such individual while using a covered **auto** described in Paragraph **B.1.** of this endorsement.
- C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**
- The following is added to **Who Is An Insured**: Any individual named in the Schedule and any **family member** of such individual are **insureds** while **occupying** or while a pedestrian when being struck by any **auto you** don't own except any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
- D. Changes In Personal Injury Protection Coverage**
- An individual named in the Schedule of this endorsement shall be considered a Named Insured for the Personal Injury Protection Coverage as shown in the Declarations.
- E. Changes In Physical Damage Coverage**
- Any **auto you** don't own is a covered **auto** while in the care, custody or control of any individual named in the Schedule or any **family member** of such individual except:
- a.** Any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
 - b.** Any **auto** used by the individual named in the Schedule or any **family member** of such individual, while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering, or testing **autos** unless that business is **yours**.
- F.** The coverage afforded above shall be excess of any other available or collectible coverage.
- G. DEFINITIONS**
- SECTION VI – DEFINITIONS** is amended.
- Definition **J. Family member** is deleted and replaced by the following definition for the purposes of this endorsement only.
- J. Family member** means an individual who resides with and who is related to the individual named in the Schedule by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with the individual named in the Schedule.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SCHEDULE

Name(s) of Individual(s):

CYNTHIA MEZZENGA

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

- A.** This endorsement changes only those coverages for which a premium is shown in the Declarations under Drive Other Car Coverage – Broadened Coverage For Named Individuals.
- B. Changes In Covered Autos Liability Coverage**
- 1.** Any **auto you** do not own is a covered **auto** while being used by any individual named in the Schedule or any **family member** of such individual except:
 - a.** Any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
 - b.** Any **auto** used by the individual named in the Schedule or any **family member** of such individual, while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering, or testing **autos** unless that business is **yours**.
 - 2.** The following is added to **Who Is An Insured**: Any individual named in the Schedule and any **family member** of such individual while using a covered **auto** described in Paragraph **B.1.** of this endorsement.
- C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**
- The following is added to **Who Is An Insured**: Any individual named in the Schedule and any **family member** of such individual are **insureds** while **occupying** or while a pedestrian when being struck by any **auto you** don't own except any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
- D. Changes In Personal Injury Protection Coverage**
- An individual named in the Schedule of this endorsement shall be considered a Named Insured for the Personal Injury Protection Coverage as shown in the Declarations.
- E. Changes In Physical Damage Coverage**
- Any **auto you** don't own is a covered **auto** while in the care, custody or control of any individual named in the Schedule or any **family member** of such individual except:
- a.** Any **auto** owned by the individual named in the Schedule or any **family member** of such individual.
 - b.** Any **auto** used by the individual named in the Schedule or any **family member** of such individual, while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering, or testing **autos** unless that business is **yours**.
- F.** The coverage afforded above shall be excess of any other available or collectible coverage.
- G. DEFINITIONS**
- SECTION VI – DEFINITIONS** is amended.
- Definition **J. Family member** is deleted and replaced by the following definition for the purposes of this endorsement only.
- J. Family member** means an individual who resides with and who is related to the individual named in the Schedule by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with the individual named in the Schedule.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

- A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS** is amended. The following exclusion is added.

Exclusion of Terrorism

Liability Coverage does not apply to any person or organization for **bodily injury** or **property damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. All **bodily injury** or **property damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material;
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

- B. SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS** is amended. The following exclusion is added.

Exclusion of Terrorism

Loss to any **auto** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**.

Such **loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**. This exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
 2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material;
 3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.
- C. Multiple incidents of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.
- D. SECTION VI - DEFINITIONS** is amended. The following definition is added.
- Terrorism** means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - 2.** When one or both of the following applies:
 - a.** The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b.** It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- All other policy terms and conditions apply.

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 AUTO POLICY

1. The insurance does not apply:
 - a. Under Covered Autos 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 Covered Autos 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 paragraphs (a) and (b) 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.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA - UNINSURED AND UNDERINSURED MOTORIST COVERAGE

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

COMMERCIAL AUTO POLICY

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

A. COVERAGE

1. We will pay all sums the **insured** is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle** or **underinsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**. This includes loss of consortium any person is legally entitled to recover because of:
 - a. **Bodily injury** sustained by the **insured**; and
 - b. Caused by an **accident**.
2. Any judgment for damages arising out of a **suit** brought against an uninsured or underinsured motorist is not binding on **us** unless **we** have:
 - a. Received reasonable notice of the commencement of the **suit** resulting in judgment; and
 - b. Had a reasonable opportunity to protect **our** interests in the **suit**.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

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

2. A partnership, limited liability company, corporation or any other form of organization, then anyone **occupying**:
 - a. A covered **auto** is an **insured**; or
 - b. A temporary substitute for a covered **auto** is an **insured**. 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. Any claim settled with the owner or operator of an **uninsured motor vehicle** 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. **Bodily injury** under Uninsured Motorist Coverage, if that **bodily injury** is sustained by:
 - a. An individual Named Insured while **occupying** a vehicle owned by that Named Insured that is not a covered **auto** for Uninsured Motorist Coverage; or
 - b. Any **family member** while **occupying** any vehicle owned by that **family member** that is not a covered **auto** for Uninsured Motorist Coverage.
4. **Bodily injury** under Underinsured Motorist Coverage, if that **bodily injury** is sustained by:
 - a. An individual Named Insured while **occupying** a vehicle owned by that Named Insured that is not a covered **auto** for Underinsured Motorist Coverage; or
 - b. Any **family member** while **occupying** any vehicle owned by that **family member** that

is not a covered **auto** for Underinsured Motorist Coverage.

5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a **family member** who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota No-fault Automobile Insurance Act, while using a covered **auto** which is owned by the Named Insured.
6. Punitive or exemplary damages.
7. **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.
8. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage or Underinsured Motorist Coverage while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.
9. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage or Underinsured Motorist Coverage while such **auto** is being used as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or **suits** brought or vehicles involved in the **accident**:
 - a. The limit of insurance, including but not limited to loss of consortium, for Uninsured Motorist is as follows:
 - (1) The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of Uninsured Motorist

shown in the Declarations for each person.

- (2) Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit of Uninsured Motorist shown in the Declarations for each **accident**.
- b. The limit of insurance, including but not limited to loss of consortium, for Underinsured Motorist is as follows:
 - (1) The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of Underinsured Motorist shown in the Declarations for each person.
 - (2) Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit of Underinsured Motorist shown in the Declarations for each **accident**.
2. Any amounts otherwise payable for damages under this insurance will be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under No-Fault Insurance Endorsement applicable to the same element of **loss**.
3. **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.
4. No one will be entitled to receive duplicate payments for the same elements of **loss** under this policy, any Liability Coverage form, or any Medical Payments Coverage endorsement attached to this policy.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. The reference in **Other Insurance** in the policy to "other collectible insurance" applies only to other collectible uninsured motorist insurance and is replaced by the following:
 - a. With respect to coverage **we** provide when a covered **auto** the Named Insured owns is involved in an **accident**, only:
 - (1) The Limit of Insurance for Uninsured Motorist Coverage applicable to that **auto** will apply for damages for which

the owner or operator of the **uninsured motor vehicle** is legally responsible.

- (2) The Limit of Insurance for Underinsured Motorist Coverage applicable to that **auto** will apply for damages for which the owner or operator of the **underinsured motor vehicle** is legally responsible.

b. If an **insured** sustains **bodily injury** while:

- (1) **Occupying** a vehicle not owned by that person or while not **occupying** any vehicle; or
- (2) **Occupying** a vehicle owned by the Named Insured or any **family member**, if the Named Insured is an individual, and such vehicle is insured under one or more separate policies providing uninsured motorist or underinsured motorist insurance

the following priorities of recovery apply:

First Priority	The policy affording Uninsured Motorist Coverage or Underinsured Motorist Coverage to the vehicle the insured was occupying at the time of the accident .
Second Priority	Any Coverage Form or policy affording Uninsured Motorist Coverage or Underinsured Motorist Coverage to the insured as an individual Named Insured or family member .

- (1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority will not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- (2) Where there is applicable insurance available under the first priority:
- (a) The Limit of Insurance applicable to the vehicle the **insured** was **occupying**, under the Coverage Form or policy in the first priority, will first be exhausted; and
- (b) If there is other applicable insurance available under one or more policies or provisions of coverage:
The maximum recovery in the second priority under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy

providing coverage on either a primary or excess basis.

Any insurance **we** provide with respect to a vehicle the Named Insured does not own will be excess over any collectible uninsured motorist insurance providing coverage on a primary basis.

If the coverage under this endorsement is provided:

- 1) On a primary basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

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

- (3) **We** will pay only **our** share of the **loss**, not to exceed **our** share of the maximum recovery. **Our** share is the proportion that **our** Limit of Insurance bears to the total of all applicable limits in the same level of priority.

2. The **Duties in the Event of Accident, Claim, Suit or Loss** provision in the policy is amended.

a. The following provisions are added:

- (1) Promptly notify the police if a hit-and-run driver is involved; and
- (2) Promptly send **us** copies of the legal papers if a **suit** is brought.

b. For an **underinsured motor vehicle**, the following provisions are also added:

- (1) Promptly notify **us** in writing of a tentative settlement between the **insured** and the insurer of an **underinsured motor vehicle**.

Such notice shall:

- (a) Identify the **insured**, the owner or driver of the **underinsured motor vehicle** and the insurer of the **underinsured motor vehicle**;
- (b) Disclose the limits of the automobile liability insurance available to the owner or driver of the **underinsured motor vehicle**; and

- (c) Disclose the agreed upon amount of the tentative settlement; and
 - (2) Allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **underinsured motor vehicle**.
3. The **Our Right to Recover Payments** provision in the policy is deleted and replaced by the following and supersedes any provision to the contrary:
- Our Right to Recover Payments**
- a. If any person or organization to or for whom **we** make payment under this endorsement 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. If **we** make any payment and the **insured** recovers from another party, the **insured** will hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.
 - c. (1) For an **underinsured motor vehicle**, Paragraph a. of this condition does not apply if:
 - (a) **We** have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - (b) **We** fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of such notification.
 - (2) If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of written notification:
 - (a) That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorist Coverage; and
 - (b) **We** also have a right to recover the advance payment.
 - d. **Our** rights under Paragraph a. of this condition do not apply against any person or organization insured under this or any other policy **we** issue with respect to the same **accident** or **loss**.
 - e. **Our** rights under this condition do not apply against a person who is 21 years of age or older who:

- (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
 - (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age
- and that intoxicated person caused the injury, **loss** or damage for which payment was made under this policy.
- f. **Our** rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

Arbitration

- a. If **we** and an **insured** disagree whether the **insured** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or **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. A decision agreed to by two of the arbitrators will be binding. However, **we** will not pay the **insured** any interest, other than the interest that accrues between the time that it is determined that a **loss** shall be payable, in accordance with this Arbitration Condition, and before **we** pay, tender or deposit in court payment for the **loss**.

F. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

- 1. **Occupying** means in, upon, getting in, on, out or off.

2. a. **Uninsured motor vehicle** means a land motor vehicle or **trailer**:

(1) To which:

- (a) No **bodily injury** liability bond or policy applies at the time of an **accident**; or
- (b) 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 Minnesota No-fault Automobile Insurance Act;

(2) For which an insuring or bonding company denies coverage or is or becomes insolvent; or

(3) 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 cause an **accident** resulting in **bodily injury** to an **insured** without hitting a covered **auto** or a vehicle an **insured** is **occupying**.

b. However, **uninsured motor vehicle** does not include any vehicle or equipment:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who:

- (a) Denies coverage;
- (b) Is or becomes insolvent; or
- (c) Cannot provide the amounts required by that motor vehicle law;

(2) Designed for use mainly off public roads while not on public roads;

(3) That is an **underinsured motor vehicle**;

(4) Owned by or furnished or available for the regular use of an **insured**;

(5) Operated on rails or crawler treads; or

(6) Located for use as a residence or premises.

3. **Underinsured motor vehicle** means a land motor vehicle or **trailer** for which a **bodily injury** liability bond or policy applies at the time of the **accident** in limits equal to or greater than the minimum limits specified by the Minnesota No-fault Automobile Insurance Act, but its limit for **bodily injury** liability is not enough to pay the full amount the **insured** is legally entitled to recover as damages caused by the **accident**. However, **underinsured motor vehicle** does not include any vehicle or equipment:

a. For which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:

- (1) Denies coverage; or
- (2) Is or becomes insolvent;

b. Designed for use mainly off public roads while not on public roads;

c. That is an **uninsured motor vehicle**;

d. Owned by or furnished or available for the regular use of an **insured**;

e. Operated on rails or crawler treads; or

f. Located for use as a residence or premises.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA - PERSONAL INJURY PROTECTION

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

COMMERCIAL AUTO POLICY

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

A. COVERAGE

Subject to the provisions of the Minnesota No-Fault Automobile Insurance Act, **we** will pay personal injury protection benefits to an **eligible injured person** for loss sustained by that person as a result of accidental **injury** arising out of the maintenance or use of an **auto** as an **auto** or being struck by a **motorcycle**.

Subject to the limitations below, personal injury protection benefits shall consist of:

1. Medical Expenses

Medical expenses meaning reasonable expenses incurred for necessary medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services. Medical expense benefits also include all reasonable expenses for necessary:

- a. Prosthetic devices;
- b. Prescription drugs, provided that:
 - (1) Prescription drugs filled and dispensed outside of a licensed pharmacy shall be billed at the average wholesale price (AWP), or its equivalent, for that drug on that date as published in Medispan, Redbook, or Gold Standard Drug Database, as identified by its National Drug Code, plus a dispensing fee of \$4.18;
 - (2) If a prescription drug has been repackaged, the average wholesale price used to determine the maximum reimbursement shall be the average wholesale price for the underlying drug product, as identified by its National Drug Code from the original labeler; and
 - (3) Compound drugs shall be billed by listing each drug and its National Drug Code number included in the compound and calculating the charge for each drug separately. Reimbursement shall be

based on the sum of the fee for each ingredient for which there is an assigned National Drug Code number plus a single dispensing fee of \$4.18.

Compound drugs shall not be dispensed without first obtaining preauthorization from the reparation obligor;

- c. Ambulance and other transportation expenses incurred traveling to receive covered medical benefits;
 - d. Sign interpreting and language translation services, other than such services provided by a family member of the patient, related to the receipt of medical, surgical, x-ray, optical, dental, chiropractic, hospital, extended care, nursing and rehabilitative services;
 - e. Hospital extended care and nursing services. Only hospital room and board expenses for semiprivate accommodations will be paid unless intensive care facilities are required; and
 - f. Remedial treatment and services recognized and permitted under Minnesota law for persons whose religious belief relies on prayer alone for healing.
- ##### 2. Work Loss
- Work loss meaning compensation for 85% of the **eligible injured person's** loss of present and future gross income from inability to work proximately caused by nonfatal **injury**. Loss of income includes:
- a. Costs incurred by a self-employed **eligible injured person** to hire employees to perform tasks which are necessary to maintain his or her income. These tasks are limited to those the **eligible injured person** normally performs but cannot because of his or her **injury**; and

- b. Unemployment benefits the **eligible injured person** cannot receive because of inability to work caused by his or her **injury**. The **eligible injured person** must have been unemployed and receiving benefits or must have been eligible to receive benefits at the time of the **injury**.

Work loss benefits shall be reduced by any income from substitute work actually performed by the **eligible injured person** or income the **eligible injured person** would have earned in available appropriate substitute work he or she was capable of performing but unreasonably failed to undertake.

When WORK LOSS EXCLUSION is shown in the Declarations, the benefit does not apply to an **eligible injured person** who has reached age 65 and who has elected to waive this benefit or has reached age 60, is retired, receiving a pension and has elected to waive this benefit.

3. Funeral Expenses

Reasonable expenses for professional funeral and burial services including expenses for cremation or delivery under the Minnesota Uniform Anatomical Gift Act.

4. Essential Services Expenses

Reimbursement of all expenses reasonably incurred by or on behalf of the nonfatally injured **eligible injured person** to obtain usual and necessary substitute services to replace those the **eligible injured person** would have performed not for income but for his or her direct personal benefit or for the benefit of his or her household. If the nonfatally injured **eligible injured person**, as a full time responsibility, provides care and maintenance of a home, the benefit shall be the greater of:

- a. The reasonable value of such care and maintenance; or
- b. The reasonable expenses incurred in obtaining usual and necessary substitute care and maintenance of the home.

All essential services expenses sustained on the date of **injury** and the first seven days after the **injury** is excluded in calculating essential services expenses benefits.

5. Survivors Loss

a. Survivors Economic Loss

Loss benefits meaning, if the **eligible injured person** dies as a result of **injuries** sustained in an accident within one year of the date of the accident, loss accruing after death of contributions of money or tangible things of economic value, not including services, that surviving **dependents** would have received from the **eligible injured**

person for their support during their dependency; and

- b. **Survivors Replacement Services Loss**
Loss benefits meaning reimbursement of expenses reasonably incurred by surviving **dependents** after the date of the **eligible injured person's** death in obtaining ordinary and necessary services to replace those the **eligible injured person** would have performed for their benefit. Expenses of the survivors avoided by reason of the **eligible injured person's** death must be subtracted.

B. WHO IS AN INSURED

The **named insured**.

C. EXCLUSIONS

We will not pay personal injury protection benefits because of **injury**:

1. To the **named insured** or any **family member** because of the maintenance or use of an **auto** the **named insured** owns but for which the **named insured** does not maintain the security required by the Minnesota No-Fault Automobile Insurance Act.
2. To any **family member** entitled to benefits as a self-insured or **named insured** under any other insurance policy providing personal injury protection benefits.
3. To any person, other than a **family member**, entitled to benefits as a self-insured, **named insured** or **family member** of such **named insured** under any other insurance policy providing personal injury protection benefits.
4. To any person, other than the **named insured** or a **family member**, because of the maintenance or use of an **auto** without a good faith belief that the use is with permission.
5. Intentionally caused by a person seeking benefits he or she would otherwise be entitled to receive. If death results, the survivors are not entitled to survivors economic loss or survivors replacement services loss benefits.
6. To any person:
 - a. While on, mounting or alighting from a **motorcycle**.
 - b. Participating in an officiated racing or speed contest. This includes practice or preparing for such events.
 - c. While loading or unloading any **auto** unless the injured person is **occupying** the vehicle.
 - d. In the course of conduct of a business of repairing, servicing or otherwise maintaining **autos** unless the **injury** occurs off the business premises.

- e. Arising from the maintenance or use of an **auto** while located as a residence or premises.
- f. To whom benefits are otherwise payable if there is a lapse of one year or more in the period of disability and medical treatment of that person as a result of any one accident.
- 7. a. To any person arising out of the maintenance or use of an **auto** while used in the business of transporting persons or property provided the:
 - (1) Security required by the Minnesota No-Fault Automobile Insurance Act is in effect for such **auto**; and
 - (2) Resulting **injury** is sustained in an accident while not **occupying** another **auto** involved in such accident.
- b. This exclusion does not apply to:
 - (1) The **covered auto**;
 - (2) A commuter van as defined in the Minnesota No-Fault Automobile Insurance Act;
 - (3) An **auto** being used to transport children as a part of a family or group family day care program;
 - (4) An **auto** being used to transport children to school or to a school sponsored activity;
 - (5) A bus while it is in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act;
 - (6) A passenger in a taxi; or
 - (7) A taxi driver, provided that this exception applies only to policies issued or renewed on or after September 1, 1996, and prior to September 1, 1997.
- 8. a. To any person arising out of the maintenance or use of an **auto** while furnished by **your** employer or the employer of any **family member** provided the:
 - (1) Security required by the Minnesota No-Fault Automobile Insurance Act is in effect for such **auto**; and
 - (2) Resulting **injury** is sustained in an accident while not **occupying** another **auto** involved in such accident.
- b. This exclusion does not apply to:
 - (1) The **covered auto**; or
 - (2) A commuter van as defined in the Minnesota No-Fault Automobile Insurance Act.
- 9. Sustained by any person **occupying**:
 - a. An **auto** which is regularly used in the course of the business of transporting

persons or property and which is one of five or more **autos** under common ownership; or

- b. An **auto** owned by government other than the State of Minnesota, its political subdivisions, municipal corporations, or public agencies while outside the State of Minnesota. This exclusion does not apply to the **named insured** or a **family member**.

10. To any person convicted of:

- a. Insurance fraud under section 609.611 in a case related to this chapter; or
- b. Employment of runners under section 609.612.

The person may not enforce a contract for payment of services eligible for reimbursement under subdivision 2 of 65B.44, against an insured or reparation obligor.

This exclusion does not apply if after a period of five years from the date of conviction the district court grants a request by the person to extinguish the collateral sanction set forth in Minnesota Statutes 2014, Section 65B.44.

D. LIMITS OF INSURANCE

- 1. When the Declarations show under ITEM DE-TAILS - You have elected to stack Personal Injury Protection limit:
 - a. **Our** limit of insurance for payment of personal injury protection benefits to any one **eligible injured person for injury** because of or arising out of any one accident shall not exceed the following:
 - (1) The maximum aggregate amount **we** will pay for medical expense benefits is \$20,000 for each **covered auto**. If a larger amount is shown in the Declarations, **we** will pay up to that amount for each **covered auto**.
 - (2) (a) The maximum aggregate amount **we** will pay for work loss, funeral expenses, essential services expenses, is \$20,000 for each **covered auto**. Subject to the maximum aggregate amount, **we** will pay no more than:
 - 1) \$500 per week for work loss;
 - 2) \$5,000 for funeral expenses;
 - 3) \$200 per week for essential services expenses;
 - 4) \$500 per week for survivors economic loss; and
 - 5) \$200 per week for survivors replacement services loss; or
 - (b) When the Declarations show a \$50,000 maximum aggregate for

non-medical expenses under Personal Injury Protection, the maximum aggregate amount **we** will pay for work loss, funeral expenses, essential services expenses, is \$50,000 for each **covered auto**. Subject to the maximum aggregate amount, **we** will pay no more than:

- 1) \$700 per week for work loss;
- 2) \$7,000 for funeral expenses;
- 3) \$250 per week for essential services expenses;
- 4) \$700 per week for survivors economic loss; and
- 5) \$300 per week for survivors replacement services loss.

b. When two or more **autos** the **named insured** owns are required to be registered pursuant to Chapter 168, and are insured for the reparations security required by the Minnesota No-Fault Automobile Insurance Act by this policy, or by this policy and any other policy, the personal injury protection limits of insurance for each such **auto** may be added together to determine the amount of insurance coverage available to an **eligible injured person**. Any amount **we** pay will be reduced by:

- (1) Any amounts paid, payable or required to be paid under any workers compensation or similar law.
- (2) Any deductible shown in the Declarations. However, such deductible shall apply only to the **named insured** or a **family member** as follows:
 - (a) The deductible designated "medical" applies only to medical expenses. This deductible will be divided equally among two or more **eligible injured persons** who sustain **injury** in the same accident.
 - (b) The deductible designated "work loss" applies only to work loss benefits.

2. When the Declarations show under ITEM DETAILS - You have not elected to stack Personal Injury Protection limit:

- a. **Our** limit of insurance for payment of personal injury protection benefits to any one **eligible injured person** for **injury** because of or arising out of any one accident shall not exceed the following:
 - (1) The maximum aggregate amount **we** will pay for medical expense benefits is \$20,000. If a larger amount is shown in

the Declarations, **we** will pay up to that amount.

- (2) (a) The maximum aggregate amount **we** will pay for work loss, funeral expenses, essential services expenses, is \$20,000. Subject to the maximum aggregate amount, **we** will pay no more than:

- 1) \$500 per week for work loss;
- 2) \$5,000 for funeral expenses;
- 3) \$200 per week for essential services expenses;
- 4) \$500 per week for survivors economic loss; and
- 5) \$200 per week for survivors replacement services loss; or

(b) When the Declarations show a \$50,000 maximum aggregate for non-medical expenses under Personal Injury Protection, the maximum aggregate amount **we** will pay for work loss, funeral expenses, essential services expenses, is \$50,000. Subject to the maximum aggregate amount, **we** will pay no more than:

- 1) \$700 per week for work loss;
- 2) \$7,000 for funeral expenses;
- 3) \$250 per week for essential services expenses;
- 4) \$700 per week for survivors economic loss; and
- 5) \$300 per week for survivors replacement services loss.

b. When two or more **autos** the **named insured** owns are required to be registered pursuant to Chapter 168, and are insured for the reparations security required by the Minnesota No-Fault Automobile Insurance Act by this policy, or by this policy and any other policy, the personal injury protection limits of insurance for each such **auto** shall not be added together to determine the amount of insurance coverage available to an **eligible injured person**. Any amount **we** pay will be reduced by:

- (1) Any amounts paid, payable or required to be paid under any workers compensation or similar law.
- (2) Any deductible shown in the Declarations. However, such deductible shall apply only to the **named insured** or a **family member** as follows:
 - (a) The deductible designated "medical" applies only to medical expenses. This deductible will be divided

equally among two or more **eligible injured persons** who sustain **injury** in the same accident.

- (b) The deductible designated "work loss" applies only to work loss benefits.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. **A. LOSS CONDITIONS** is amended.

- a. **1. Duties in the Event of Accident, Claim, Suit or Loss** is deleted and replaced by the following:

1. Duties in the Event of Accident, Claim, Suit or Loss

If the **named insured** has an accident, the **named insured** must tell **us** within six months. The **named insured** must provide the time, place and details, including names and addresses of injured persons.

As soon as possible, the **eligible injured person** or someone on his or her behalf shall send **us** written proof of claim, under oath if required. This must include full details of the **injury**, treatment and rehabilitation received and considered. It must also include such other information as may help **us** determine the amount **we** must pay. The **eligible injured person** shall submit to physical and mental examination by physicians **we** select. This shall be done when and as often as **we** may reasonably require. An **eligible injured person** who undertakes a procedure, treatment and course for rehabilitation, other than medical, shall notify **us** within 60 days after the expense exceeds \$1,000. If **we** have reason to know of such procedure, treatment or training, no notice is required. If **we** are not given timely notice, **we** will pay only the greater of \$1,000 or the expense incurred after notice is given and within the 60 days prior to notice. This does not apply if failure to give notice is the result of excusable neglect.

- b. **2. Legal Action Against Us** is deleted and replaced by the following:

2. Legal Action Against Us

We may not be sued unless all the terms of this endorsement are complied with.

Suit may be started by or on behalf of an **eligible injured person** or his or her other surviving **dependents** against one who may be liable. In that case, the person starting suit must promptly send **us** a copy of the legal papers.

- c. **5. Our Right to Recover Payments** is amended with the addition of the following: This is subject to any limitations in the Minnesota No-Fault Automobile Insurance Act.

2. **B. GENERAL CONDITIONS** is amended.

- a. The following conditions are added:

(1) Arbitration

If **we** and an **eligible injured person** entitled to Personal Injured Protection Benefits under this endorsement do not agree to the amount of those damages and:

- (a) The damages are \$10,000 or less, then each party must submit to arbitration.

- (b) The damages are more than \$10,000, then **we** may notify the **eligible injured person** whether the claim will be submitted to arbitration. Under Minnesota Insurance Laws, arbitration will be conducted in accordance with Minnesota Rules of No-Fault Insurance Arbitration Procedure.

(2) Duplication of Benefits

An **eligible injured person** may have insurance similar to this insurance, including self-insurance, that applies to the accident. **We** will then pay **our** share according to this endorsement's proportion of the total limits. In no event shall an **eligible injured person** recover duplicate benefits for the same elements of loss under this or similar insurance or self-insurance.

- b. **7. Duplication of Coverage** is amended as follows:

When the Declarations show under ITEM DETAILS - You have elected to stack Personal Injury Protection limit, this provision does not apply to the coverage provided by this endorsement.

F. CONSTITUTIONALITY

We have relied on the provisions of the Minnesota No-Fault Automobile Insurance Act to establish this policy's premium and coverage. If that Act is finally declared unconstitutional in whole or in part, **we** may recompute the policy premium. **We** may also void or amend the coverage at **our** option.

G. SECTION VI - DEFINITIONS

The following definitions apply to this endorsement.

SECTION VI - DEFINITIONS of the policy do not apply to this endorsement.

1. **Auto** means every vehicle, other than a **motorcycle** or other vehicle with fewer than four wheels, which:
 - a. Is required to be registered pursuant to chapter 168; or
 - b. Is principally garaged in Minnesota; and
 - c. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property; and includes a trailer with one or more wheels, when the trailer is connected to or being towed by an **auto**.
2. **Covered auto** means an **auto** for which the bodily injury liability insurance of the policy applies.
3. **Dependent** means:
 - a. The deceased person's surviving spouse who resided with the deceased person at the time of his or her death;
 - b. A child of the deceased person while under the age of 18 years or while over that age but physically or mentally incapacitated from earning provided:
 - (1) The child resided with the deceased person; or
 - (2) Received support regularly from the deceased person at the time of his or her death;
 - c. An actual dependent who resided with the deceased person at the time of the deceased person's death.

Dependency of the surviving spouse ends at remarriage or death. The dependency of a child who is physically and mentally able to earn ends when the child attains majority, marries or otherwise becomes emancipated or dies.
4. **Eligible injured person** means:
 - a. The **named insured** or a **family member** who sustains **injury** in an accident involving

an **auto** or as a result of being struck by a **motorcycle** while a pedestrian.

- b. Any other person who sustains **injury**:
 - (1) While **occupying** the **covered auto**; or
 - (2) While not **occupying** any **auto** as a result of an accident involving the **covered auto** in the state of Minnesota.
5. **Family member** means:
 - a. The **named insureds** spouse, if a resident of the **named insureds** household;
 - b. Any person related to the **named insured** by blood, marriage or adoption and who resides in the **named insureds** household; and
 - c. A minor in the **named insureds** custody or the custody of a **family member**, whether or not the minor is temporarily residing elsewhere.

Family member does not include:

 - a. Any of these persons who own an **auto**; and
 - b. Any of these persons who have such **auto** insured under a separate and distinct automobile policy.
6. **Injury** means bodily harm to a person and death resulting from such harm.
7. **Motorcycle** means a self-propelled vehicle designed to travel on fewer than four wheels which has an engine rated at greater than five horsepower, and includes:
 - a. A trailer with one or more wheels, when the trailer is connected to or being towed by a **motorcycle**; and
 - b. A motorized bicycle as defined in section 169.011, subdivision 45.
8. **Named insured** means the person(s) or organization(s) identified as the Named Insured in the Declarations.
9. **Occupying** means in or upon, entering into or alighting from.
10. **We, us** or **our** means the Company providing this insurance.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS COVERAGE PACKAGE - STANDARD

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. **Supplementary Payments**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended.

Paragraphs **(3)** and **(7)** of **a. Supplementary Payments** are deleted and replaced by the following:

- (3)** Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.
- (7)** All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$500 per day.

2. **Waiver of Collision Deductible for Collision with Another Auto-Owners Insured**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under paragraph **1., b. Collision Coverage** is deleted and replaced by the following.

We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

b. Collision Coverage

Caused by:

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

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:

- (a)** **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b)** Whose owner or operator has been identified; and
 - 1)** Is legally responsible for the entire amount of the damage; and
 - 2)** Is covered by a **property damage** liability policy or bond

but only if the damage exceeds the deductible amount.

3. **Deductible**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

- a.** Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.
- b.** Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible. When provision **2. Waiver of Collision Deductible For Collision With Another Auto-Owners Insured** of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.

For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.

4. **Non-Owned Trailer Physical Damage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **a. Trailers** is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

- (1)** Be designed for use with the covered **auto**;
- (2)** Be used with the covered **auto**; and
- (3)** Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed \$1,000 in any one **loss**. No deductible applies to this coverage extension.

5. Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **c. Personal Property** is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

(1) Comprehensive Coverage because of:

- (a) Fire;
- (b) Lightning; or
- (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or

(2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b) Tapes, discs, or other similar media designed for use with equipment described in (a) immediately above.
- (c) Any accessories used with the media or equipment described in (a) or (b) immediately above.
- (d) Money or jewelry.
- (e) Any device designed or used to:
 - 1) Detect speed-measuring equipment such as radar or laser detectors; or
 - 2) Elude or disrupt speed-measuring equipment such as a jamming apparatus.
- (f) Property specifically insured.
- (g) Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is \$600 in any one **loss**. No deductible applies to this coverage extension.

6. Audio, Visual or Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

(1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.

(2) Tapes, discs or other similar media designed for use with electronic equipment described in **a.(1)** above.

(3) Any accessories used with the media or equipment described in **a.(1)** or **a.(2)** above.

b. **Our** limit under **a.(1)** above will not exceed \$2,500 in any one **loss** and supercedes any other limit for such coverage provided elsewhere within this policy. **Our** limit under **a.(2)** and **a.(3)** above combined will not exceed \$200 in any one **loss**. No deductible applies to this coverage extension.

c. This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

d. **B. EXCLUSIONS** is amended. Exclusion **1**. is deleted only as it applies to the coverage provided by this extension.

7. Business Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

a. The business personal property must be owned by **you**, a **family member** or **your employee**.

b. Comprehensive Coverage is extended only for **loss** because of:

- (1) Fire;
- (2) Lightning; or
- (3) Theft or attempted theft.

Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for **b.(3)** above to apply.

c. This coverage extension does not apply to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (2) Tapes, discs, or other similar media designed for use with equipment described in (1) immediately above.
- (3) Any accessories used with the media or equipment described in (1) or (2) immediately above.
- (4) Money or jewelry.
- (5) Any device designed or used to:

- (a) Detect speed-measuring equipment such as radar or laser detectors; or
- (b) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

(6) Property specifically insured.

(7) Any property covered under any other coverage extension within this endorsement.

- d. **Our** limit of insurance for any one **loss** under this coverage extension shall not exceed \$500. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

8. **Hired Autos Physical Damage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

- a. If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1. a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow.
- b. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
- (1) The actual cash value of stolen or damaged property at the time of **loss**;
 - (2) The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - (3) \$50,000.

A \$100 Comprehensive Coverage deductible and a \$250 Collision Coverage deductible apply separately to each **auto** covered by this coverage extension.

9. **Transportation Costs**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed \$100. No deductible applies to this coverage extension.

10. **Transportation Expenses Following Theft**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE 3. Coverage Extensions is amended. **b. Transportation Expenses Following Theft** is deleted and replaced by:

- b. **Transportation Expenses Following Theft**
If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay

up to \$50 per day but not more than \$1,500 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

11. **Motor Cargo**

SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:
- (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b. This coverage extension is subject to the following:
- (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overturn; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured

or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:

- 1) Fire;
- 2) Lightning;
- 3) Wind;
- 4) Flood;
- 5) Explosion;
- 6) Collision;
- 7) Derailment;
- 8) Overtum; or
- 9) Stranding, burning or sinking of a ferry or lighter.

(h) Riots and civil commotion.

(i) Strikers, lock-out workers, or persons taking part in labor disturbances.

(j) Any property covered under any other coverage extension within this endorsement.

(2) All shipments shall be valued at the actual invoice cost, including:

(a) Prepaid freight; and

(b) Cost and charges which have accrued and become legally due on such shipments.

(3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.

(4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:

(a) New labels, capsules or wrappers; and

(b) Reconditioning the goods.

(5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.

(6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed \$1,000. No deductible applies to this coverage extension.

(7) This coverage extension shall apply as excess insurance over any other specific insurance.

12. Air Bag Replacement (Other Than a Private Passenger Auto)

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

a. **We** will extend the Comprehensive Coverage that applies to a covered **auto**, other than a

private passenger auto, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.

b. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

13. Common Loss Deductible - Motor Cargo

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended. The following provision is added.

a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:

(1) Motor Cargo Special Form;

(2) Motor Cargo Named Perils Form;

(3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;

(4) Truckmen's Legal Liability Motor Cargo Special Form;

(5) Annual Transportation Form - Named Perils;

(6) Annual Transportation Form - Special Form; or

(7) Trip Transit Form

and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.

b. However:

(1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.

(2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.

(3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

14. Replacement Cost on New Vehicles

SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:

a. Such **auto** is not a motorcycle;

b. **You** purchased it new;

c. **We** determine the **loss** cannot be repaired; and

- d. The **loss** occurs within 90 days of the purchase date.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

15. Rental Auto Gap

SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- a. If the first Named **Insured** is:
- (1) An individual; or
 - (2) Other than an individual with the Broadened Coverage for Named Individuals - Drive Other Cars endorsement attached to a **private passenger auto** with Comprehensive and Collision Coverages; and

- b. If the **auto** is:

- (1) A rented **private passenger auto**;
- (2) Not a total **loss**; and
- (3) Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - (a) **You**, if an individual; or
 - (b) The individual listed on the Broadened Coverage for Named Individuals - Drive Other Cars endorsement, if **you** is other than an individualare liable under the terms of the rental agreement; or

- c. If the **auto** is:

- (1) A rented **private passenger auto**;
 - (2) Not a total **loss**; and
 - (3) Repaired
- we** will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

All other policy terms and conditions apply.

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA - POLICY CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO

SECTION V – CONDITIONS, B. GENERAL

CONDITIONS is amended. The following conditions are added.

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by returning it to **us** or by notifying **us** of the date on which cancellation is to take effect.
- b. (1) If any Named Insured is a natural person and this policy insures only four or less **private passenger autos**, **we** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** last address known to **us**.
(2) This notice shall be mailed or delivered at least:
 - (a) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium;
 - (b) 10 days prior to the effective date when the reason for cancellation is other than nonpayment of premium and this policy has been in effect for less than 60 days and is not a renewal policy; or
 - (c) 30 days prior to the effective date when the reason for cancellation is other than nonpayment of premium and this policy has been in effect for 60 days or more or is a renewal policy.
- c. When this policy has been in effect for 60 days or more or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:
 - (1) nonpayment of premium.
 - (2) the policy was obtained through a material misrepresentation.
 - (3) any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim.
 - (4) **you** failed to disclose fully **auto** accidents and moving traffic violations for the preceding 36 months if called for in the written application.
 - (5) **you** failed to disclose in the written application any requested information necessary for the acceptance of proper rating of the risk.
 - (6) **you** knowingly failed to give any required written notice of loss or notice of lawsuit commenced against **you**, or when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit.
 - (7) **you** or any other operator who either resides in the same household, or customarily operates an **auto** insured under such policy, unless the other operator is identified as a Named Insured in another policy as an insured:
 - (a) has, within the 36 months prior to the notice of cancellation, had that person's driver's license under suspension or revocation because the person committed a moving traffic violation or because the person refused to be tested under section 169A.20, subdivision 1.;
 - (b) is or becomes subject to epilepsy or heart attacks, and such individual does not produce a written opinion from a physician testifying to that person's medical ability to operate an **auto** safely, such opinion to be based upon a reasonable medical probability;
 - (c) has an accident record, conviction record (criminal or traffic), physical condition or mental condition, any one or all of which are such that the person's operation of an **auto** might endanger the public safety;

- (d) has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an **auto**, or assault arising out of the operation of an **auto**, or operating an **auto** while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an accident without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of an **auto**; or
 - (e) has been convicted of, or forfeited bail for, one or more violations within the 18 months immediately preceding the notice of cancellation, of any law, ordinance, or rule which justify a revocation of a driver's license.
- (8) **your auto** is:
- (a) so mechanically defective that its operation might endanger public safety;
 - (b) used in carrying passengers for hire or compensation, provided however that the use of an **auto** for a car pool shall not be considered use of an **auto** for hire or compensation;
 - (c) used in the business of transportation of flammables or explosives;
 - (d) an authorized emergency vehicle;
 - (e) subject to an inspection law and has not been inspected or, if inspected, has failed to qualify within the period specified under such inspection law; or
 - (f) substantially changed in type or condition during the policy period, increasing the risk substantially, such as conversion to a commercial type **auto**, a dragster, sports car or so as to give clear evidence of a use other than the original use.
- d. (1) When paragraph **b.** above does not apply, **we** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** last address known to **us**. This notice shall be mailed or delivered at least:
- (a) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium;
 - (b) 10 days prior to the effective date when the reason for cancellation is other than nonpayment of premium and this policy has been in effect for less than 90 days and is not a renewal policy; or
 - (c) 60 days prior to the effective date when the reason for cancellation is other than nonpayment of premium and this policy has been in effect for 90 days or more or if this is a renewal policy.
- (2) If this policy has been in effect for 90 days or more or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:
- (a) nonpayment of premium.
 - (b) misrepresentation or fraud made by **you** or with **your** knowledge in obtaining the policy or in pursuing a claim under the policy.
 - (c) **your** actions that have substantially increased or substantially changed the risk insured.
 - (d) **your** refusal to eliminate known conditions that increase the potential for loss after notification by **us** that the condition must be removed.
 - (e) substantial change in the risk assumed, except to the extent that **we** should have reasonably foreseen the change or contemplated the risk in writing the contract.
 - (f) loss of **our** reinsurance which provided coverage to **us** for a significant amount of the underlying risk insured. A notice of cancellation under this provision shall advise **you** that **you** have 10 days from the date of receipt of the notice to appeal the cancellation to the Commissioner of Commerce and that the Commissioner of Commerce will render a decision as to whether the cancellation is justified because of loss of reinsurance within thirty business days after receipt of **your** appeal.
 - (g) a determination by the commissioner that the continuation of the policy could place **us** in violation of the Minnesota insurance laws.
 - (h) nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing the insurance. This provision for cancellation for failure to pay dues does not apply to persons who are retired at age 62 or older or who are disabled according to social security standards.

2. NONRENEWAL

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you** at **your** last address known to **us**. This notice shall be mailed or delivered at least 60 days prior to the expiration of this policy.

3. PROOF OF MAILING

Proof of mailing of any notice shall be sufficient proof of notice.

All other policy terms and conditions apply.

58874 (5-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

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

COMMERCIAL AUTO POLICY

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended.

1. A. COVERAGE is amended.

- a. The following provision is deleted.
We will investigate, settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy.
We will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage has been exhausted by payment of judgments or settlements.
 - b. The following provision replaces the preceding deleted provision.
We will settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy.
We will do this at **our** expense, using attorneys of **our** choice.
 - c. **2. Coverage Extensions, a. Supplementary Payments** is amended.
The following provision is added to Paragraph (4)(b).
However, if **we** offer to pay the applicable Limit of Insurance, **we** will not pay any pre-judgment interest based on that period of time after the offer.
2. **C. LIMIT OF INSURANCE** is amended. The following provision is added to Paragraph 1.
We will apply the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations to provide separate limits required by law for **bodily injury** and **property damage**. However, this provision will not change **our** total Limit of Insurance.

a. 1. Duties in the Event of Accident, Claim, Suit or Loss is amended.

- (1) The following provision is deleted.
We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
- (2) The following provision replaces the preceding deleted provision.
The following duties apply.

b. 3. Appraisal for Physical Damage Loss is deleted and replaced by the following condition.

3. Appraisal for Physical Damage Loss

- a. If **you** and **we** disagree on the amount of **loss**, and the disputed amount is:
 - (1) \$10,000 or less, both parties must submit to appraisal if **you** demand an appraisal; or
 - (2) More than \$10,000, either party may demand an appraisal of the **loss**.
- b. In the event of an appraisal, 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.
- c. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

If **we** submit to an appraisal, **we** still retain **our** right to deny the claim. However, **we** will not pay **you** any interest, other than the interest that accrues between the time that it is

determined that a **loss** shall be payable, in accordance with this Appraisal Condition, and before **we** pay, tender or deposit in court payment for the **loss**.

- c. **5. Our Right to Recover Payments** is amended. The following conditions are added.
 - a. **Our** rights under this condition with respect to all coverages other than Covered Autos Liability Coverage do not apply against a person who is 21 years of age or older who:
 - (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
 - (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age; and that intoxicated person caused the injury, **loss** or damage for which payment was made under this policy.
 - b. **Our** rights are subject to any applicable limitations contained in the Minnesota statutes.
 - c. With respect to Physical Damage, if **you** have received less than all of **your** deductible amount after a subrogation settlement or judgment, **you** will retain **your** right to recover the remaining portion of the deductible from parties liable for the **loss**.
 - d. **Our** rights do not apply against any person or organization insured under this or

any other Coverage Form **we** issue with respect to the same **accident** or **loss**.

- 2. **B. GENERAL CONDITIONS** is amended.
 - a. Paragraph **4. Bankruptcy** is deleted and replaced by the following condition.
 - 4. Bankruptcy**
Bankruptcy, insolvency or dissolution of the **insured** or the **insured's** estate will not relieve **us** of any obligations under this policy.
 - b. **6. Concealment, Misrepresentation or Fraud** Condition is deleted and replaced by the following condition.
 - 6. Concealment, Misrepresentation or Fraud**
We will not pay for any **accident, loss** or damage in any case of fraud by **you** at any time as it relates to this policy.
We will not pay for any **loss** or damage if **you** or any other **insured**, at any time, intentionally conceals or misrepresents a material fact concerning:
 - (1) This policy;
 - (2) The covered **auto**;
 - (3) **Your** interest in the covered **auto**;
or
 - (4) A claim under this policy.
- With respect to **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, the **Concealment, Misrepresentation or Fraud Condition** applies only to the extent that the Limit of Insurance exceeds the limit required by the Minnesota No-Fault Automobile Insurance Act.

All other policy terms and conditions apply.

58555 (1-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - OUR RIGHT TO RECOVER PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V – CONDITIONS, A. LOSS CONDITIONS, 5. Our Right to Recover Payments is amended. With respect to **SECTION III - PHYSICAL DAMAGE COVER-AGE** only, the following condition is added. If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms, the recovery is

prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

All other policy terms and conditions apply.

58555 (1-16)

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58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. 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**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

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58546 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

- A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended. The following provision is added.

An **employee of yours** is an **insured** while operating an **auto** leased, hired, rented or borrowed under a contract or agreement in an **employee's** name, with **your** permission, while used in **your** business.

- B.** If Hired Autos Comprehensive and Collision Coverages are shown on the Declarations, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is amended. The following provision is added.
- a. Comprehensive Coverage** and **b. Collision Coverage** is extended to an **auto your employee** leases, hires, rents or borrows:

- (1) Under a contract in such **employee's** name;
- (2) With **your** permission; and
- (3) While used in **your** business.

This extension does not apply to an **auto** owned by:

- (1) **You**;
- (2) **Your employee**;
- (3) **Your** partners (if **you** are a partnership);
- (4) **Your** members (if **you** are a limited liability company);
- (5) **Your executive officers** (if **you** are a corporation); or
- (6) A **family member** of (1), (2), (3), (4) or (5) above.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - SECTION IV - INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

SECTION IV - INDIVIDUAL NAMED INSURED is deleted and replaced by the following:

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A.** The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by anyone living with **you**.
 2. Any such **auto** furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B.** The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by anyone living with **you**.
 2. Any such **auto** furnished or available for regular use to **you** or anyone living with **you**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

58207 (7-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA - FULL SAFETY GLASS COVERAGE

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

COMMERCIAL AUTO POLICY

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

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1. a. Comprehensive Coverage is amended.

1. The following provision is deleted.
When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair.
However, the deductible will still apply to:

- (1) Any light or any component of any light to such covered **auto**;
 - (2) Any glass contained in the roof;
 - (3) Removable roof panels of any type;
 - (4) Mirrors of any type; or
 - (5) Replacement of any safety or laminated glass.
2. The following provision is added.
When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair or replacement of safety or laminated glass.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION III - PHYSICAL DAMAGE COVERAGE, 3.

Coverage Extensions is amended. Paragraph **b.**

Transportation Expenses Due To Theft is deleted and replaced by the following:

b. Additional Expense Coverage

(1) (a) If Additional Expense Coverage is shown in the Declarations for a covered **auto**, **we** will pay for necessary additional transportation expenses if:

- 1) Comprehensive Coverage; or
- 2) Collision Coverage

applies to **loss** to such **auto**.

(b) This coverage extension is subject to the following.

1) If the covered **auto** is stolen, **we** will pay for expenses incurred during the period:

- a) Beginning 48 hours after an **insured** reports the theft to **us** and the police; and
- b) Ending, regardless of the policy expiration date, on the day:
 - i. Such **auto** is returned; or
 - ii. **We** offer to pay for its **loss**.

2) If **we** determine the covered **auto** is a constructive total **loss** by reason other than theft, **we** will pay for expenses incurred during the period:

- a) Beginning the day the **loss** is reported to **us**; and
- b) Ending, regardless of the policy expiration date, on the day **we** offer to pay for its **loss**.

3) If the covered **auto** sustains other **loss**, other than theft or constructive total **loss**, **we** will pay for expenses incurred during the period:

- a) Beginning the day such **auto** becomes unavailable for use, provided an **insured** has reported the **loss** to **us**; and
- b) Ending, regardless of the policy expiration date, on the day repairs are completed.

However, **we** will not pay expenses for a period longer than that required to repair such **auto** exercising due diligence and dispatch.

4) **Our** payment will not exceed the:

- a) Per day limit; and
- b) Total limit for any one **loss** shown in the Declarations for Additional Expense Coverage.

(2) **We** will reimburse **you** for reasonable expenses, other than transportation expenses, incurred during a period of 24 hours following the **loss**. These expenses must be unavoidably incurred as a direct result of that damage. They may include, but are not limited to, food and lodging. These reasonable expenses, other than transportation expenses, are in addition to and are not subject to the Limit of Insurance provided in (1)(b)4) above.

(3) **You** must submit proper receipts to **us** for all expenses claimed for which **you** are requesting reimbursement.

(4) No deductible applies.

All other policy terms and conditions apply.

58557 (3-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SHARING PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.

The following exclusion is added:

Auto Sharing Program

Bodily injury, property damage or covered pollution cost or expense for the ownership, maintenance or use of a covered **auto** while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

B. SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added:

Auto Sharing Program

Loss to a covered **auto** which occurs while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

C. SECTION IV - INDIVIDUAL NAMED INSURED is amended. The following provision is added to Paragraph **B**.

This extension does not apply to **loss** to, or loss of use, of an **auto** in connection with an **auto** sharing program if the provisions of such **auto** sharing program preclude the recovery of such **loss** or loss of use, from **you** or such **family member**, or if otherwise precluded by any state law.

All other policy terms and conditions apply.