**COMMERCIAL GENERAL LIABILITY**

POLICY NUMBER: PolicyNumberP

**IssuingCompanyP**

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

**HIRED AND NON-OWNED AUTO LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

|  |  |  |
| --- | --- | --- |
| **SCHEDULE** | | |
| **Coverage** | **Limit Of Insurance** | **Premium** |
| Hired Auto Liability | $      Each Occurrence | $ |
| Non-Owned Auto Liability | $      Each Occurrence | $ |
|  | $      Aggregate |  |

Insurance is provided only with respect to those coverages for which a specific Limit Of Insurance and Premium are shown in the Schedule of this endorsement.

**A. Hired Auto Liability**

The insurance provided under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**B. Non-Owned Auto Liability**

The insurance provided under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**C.** With respect to the coverage provided by this endorsement only:

**1.** Subparagraphs **c.**, **g.**, **h.**, **k.**, **l.**, **m.**, **n.** and **o.** of Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage do not apply.

**2.** Subparagraphs **b.**, **e.** and **j.** of Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage are replaced by the following:

This insurance does not apply to:

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

**(1)** That the insured would have in the absence of the contract or agreement; or

**(2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

**e. Employer's Liability**

"Bodily injury" to:

**(1)** An "employee" of the insured arising out of and in the course of:

**(a)** Employment by the insured; or

**(b)** Performing duties related to the conduct of the insured's business; or

**(2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

**(1)** Liability assumed by the insured under an "insured contract"; or

**(2)** "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

**j. Damage To Property**

"Property damage" to:

**(1)** Property owned or being transported by, or rented or loaned to the insured; or

**(2)** Property in the care, custody or control of the insured.

**D.** With respect to the coverage provided by this endorsement only, Section **II** – Who Is An Insured is replaced by the following:

**1.** Each of the following is an insured under this endorsement to the extent set forth below:

**a.** You;

**b.** Any other person using a "hired auto" with your permission;

**c.** For a "non-owned auto", any:

**(1)** Partner or "executive officer" of yours; or

**(2)** "Employee" of yours,

but only while such "non-owned auto" is being used in your business; and

**d.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph **a.**, **b.** or **c.** above.

**2.** None of the following is an insured:

**a.** Any person engaged in the business of his or her employer for “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

**b.** Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

**c.** Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

**d.** The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

**e.** Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**E.** With respect to the coverage provided by this endorsement only, Section **III** – Limits Of Insurance is amended as follows:

**1.** Paragraph **2.** is replaced by the following:

**2.** The General Aggregate Limit is the most we will pay for the sum of:

**a.** Medical expenses under Coverage **C**;

**b.** Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

**c.** Damages under Coverage **B**; and

**d.** Damages under the coverage provided by this endorsement.

**2.** The following is added:

Subject to the Aggregate limit shown in the Schedule of this endorsement:

**a.** The Hired Auto Liability Each Occurrence limit shown in the Schedule of this endorsement is the most we will pay for damages under Hired Auto Liability coverage in any one "occurrence"; and

**b.** The Non-Owned Auto Liability Each Occurrence limit shown in the Schedule of this endorsement is the most we will pay for damages under Non-Owned Auto Liability coverage in any one "occurrence".

The Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum all damages under Hired Auto Liability and/or Non-Owned Auto Liability coverage(s), as applicable.

The limits of insurance provided by this endorsement are part of, not in addition to, the limits of insurance provided by the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

**F.** With respect to the coverage provided by this endorsement only, Section **IV** – Commercial General Liability Conditions is amended as follows:

**1.** Condition **4.** Other Insurance is replaced by the following:

**4. Other Insurance**

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

**2.** The following condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

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

**G.** With respect to the coverage provided by this endorsement only, the Definitions section is amended as follows:

**1.** The following is added to definition **9.** "insured contract":

"Insured contract" also means:

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".

**2.** The following definitions are added:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions remain unchanged.