

☒ The Declarations include a second part designated "Part 2."

Renewal of Number\*

## COMMERCIAL AUTO COVERAGE PART BUSINESS AUTO DECLARATIONS

**Policy No.**  
**ITEM ONE**

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)\*



COMPANY:

Policy Period\*: From \_\_\_\_\_ to \_\_\_\_\_ at 12:01 Standard Time at your mailing address shown above.

Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other

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 COVERAGES AND COVERED AUTOS

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

COVERAGES		COVERED AUTOS (Entry of one of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		PREMIUM
LIABILITY		1	\$		\$
PERSONAL INJURY PROTECTION (P.I.P.)††			SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ Deductible		\$
ADDED P.I.P. (or equivalent added No-fault cov.)			SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT		\$
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)			SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ Deductible FOR EACH ACCIDENT		\$
AUTO MEDICAL PAYMENTS			\$		\$
UNINSURED MOTORISTS (UM)			\$		\$
UNDERINSURED MOTORISTS (when not included in UM Cov.)			\$		\$
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	10 (see Part 2)	ACTUAL CASH VALUE	\$ Ded. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. †††	\$
	SPECIFIED CAUSES OF LOSS COVERAGE		OR COST OF REPAIR, WHICHEVER IS LESS MINUS	\$25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. †††	\$
	COLLISION COVERAGE	10 (see Part 2)		\$ Deductible FOR EACH COVERED AUTO. †††	\$
	TOWING AND LABOR (Not Available in California)		\$ for each disablement of a private passenger auto		\$
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE†:					
				PREMIUM FOR ENDORSEMENTS	\$
				ESTIMATED TOTAL PREMIUM	\$

### ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN

††(or equivalent No-fault cov.) †††See ITEM FOUR for hired or borrowed "autos."

ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN										(or equivalent no-fault cov.)		See ITEM FOUR for hired or borrowed autos.	
Covered Auto No.	DESCRIPTION				PURCHASED				TERRITORY: Town & State Where the				
	Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)				Original Cost New		Actual Cost & NEW (N) USED (U)		Covered Auto will be principally garaged				
1													
2													
3													
4													
5													
Covered Auto No.	CLASSIFICATION								Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				
	Radius of Operation  (In Miles)	Business Use s=service r=retail c=commercial	Size GVW, GCW or Vehicle  Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code					
					Liab.	Phy. Damage							
1													
2													
3													
4													
5													

Countersigned:\*

By

#

\*

Authorized Representative

\*Entry optional if shown in Common Policy Declarations.

†Form and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

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

JC 1/7/03

JDL 190 (11)(1)-0-A (Ed. 12-90)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1990

Argonaut Insurance Group

## ITEM THREE (Cont'd)

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)																
Covered Auto No.	LIABILITY		P.I.P.		ADDED P.I.P.	P.P.I. (Mich. only)		AUTO. MED. PAY.		COMPREHENSIVE		SPEC. CAUSES OF LOSS	COLLISION		TOWING & LABOR	
	Limit (In Thousands)	Premium	Limit* minus deductible shown below	Premium	Limit* Premium	Limit* minus deductible shown below	Premium	Limit (In thousands)	Premium	Limit** minus deductible shown below	Premium	Limit** Premium	Limit** minus deductible shown below	Premium	Limit per disablement	Premium
1																
2																
3																
4																
5																
Total Premium			XXX			XXX		XXX		XXX			XXXX		XXX	

Add'l Coverage(s)-Premium, Limit, Deductible: \_\_\_\_\_ \*Limit stated in each applicable P.I.P. or P.P.I. Endorsement. \*\*Limit stated in ITEM TWO.

## ITEM FOUR-SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS. LIABILITY COVERAGE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIAB. COV. IS PRIMARY)	PREMIUM
				\$
				\$
				\$
TOTAL PREMIUM				\$

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

## PHYSICAL DAMAGE COVERAGE

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

## ITEM FIVE-SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees		\$
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
			\$

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

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile		LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS		
When used as a premium basis:		TOTAL PREMIUMS		
FOR PUBLIC AUTOS		MINIMUM PREMIUMS		

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

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

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

## FOR RENTAL OR LEASING CONCERNS

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

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

ITEM SEVEN - DESCRIPTION OF SYMBOL "10" FOR COMPREHENSIVE AND COLLISION COVERAGE UNDER PHYSICAL DAMAGE COVERAGE:

Physical Damage is provided only for those "autos" you own and that meet the requirements listed below. This includes those "autos" you acquire ownership of after the policy begins. You must tell us within 30 days after you acquire the "auto" that you want us to cover it for Physical Damage coverage.

1. New "autos", or
2. "Autos" which replace those you previously owned that had Physical Damage coverage.

Specimen

# BUSINESS AUTO COVERAGE FORM

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

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

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

## SECTION I – COVERED AUTOS

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

### A. Description Of Covered Auto Designation Symbols

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

## **B. Owned Autos You Acquire After The Policy Begins**

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

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

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

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

## **SECTION II – LIABILITY COVERAGE**

### **A. Coverage**

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

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

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

### **1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

### **2. Coverage Extensions**

#### **a. Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.

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

#### **b. Out-Of-State Coverage Extensions**

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

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

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

### **B. Exclusions**

This insurance does not apply to any of the following:

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

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

#### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

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

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

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

"Bodily injury" to:

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

This exclusion applies:

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

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

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

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

## 6. Care, Custody Or Control

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

## 7. Handling Of Property

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

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

## 8. Movement Of Property By Mechanical Device

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

## 9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

## 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

## 11. Pollution

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

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

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

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

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

- (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.

## **12. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

## **13. Racing**

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

## **C. Limit Of Insurance**

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

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

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

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

### **A. Coverage**

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

#### **a. Comprehensive Coverage**

From any cause except:

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

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

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;

- (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

### **c. Collision Coverage**

Caused by:

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

## **2. Towing**

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

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

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

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

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

## **4. Coverage Extension**

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **B. Exclusions**

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

### **a. Nuclear Hazard**

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



**b. War Or Military Action**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**C. Limit Of Insurance**

The most we will pay for "loss" in any one "accident" is the lesser of:

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

**D. Deductible**

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

## SECTION IV – BUSINESS AUTO CONDITIONS

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

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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

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

#### 3. Legal Action Against Us

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

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

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

At our option we may:

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

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

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

## **B. General Conditions**

### **1. Bankruptcy**

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

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

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

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

### **3. Liberalization**

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

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

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

### **5. Other Insurance**

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

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

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

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

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

### **6. Premium Audit**

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

### **7. Policy Period, Coverage Territory**

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

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

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

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

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

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

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

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

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

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

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

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

- (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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- F. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

- G. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- H. "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".
- I. "Loss" means direct and accidental loss or damage.
- J. "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 Paragraphs 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.
  - 6. Vehicles not described in Paragraphs 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.
- K. "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.
- L. "Property damage" means damage to or loss of use of tangible property.
- M. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- N. "Temporary worker" means a person who is furnished to you for a finite time period to support or supplement your workforce in special work situations such as "employee" absences, temporary skill shortages and seasonal workloads.
- O. "Trailer" includes semitrailer.

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

## **GOVERNMENTAL BODIES AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

Any land motor vehicle or "trailer" you own or lease that is designed for travel on public roads is an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is such vehicle is used solely on roads you own.

**Specimen**

## 360© - ADDITIONAL COVERAGE MODIFICATIONS

### PUBLIC ENTITY – Business Auto

#### SUMMARY OF COVERAGES AND INDEX:

The following is an alphabetical listing of the various coverages afforded by this endorsement. No coverage is provided by this summary. Please refer to the individual coverage explanations within this endorsement for a detailed explanation of terms, conditions and what is and what is not covered.

COVERAGE	LIMIT	PAGE
Airbag Coverage	\$1,000	3
Audio, Visual or Electronic Equipment	Included	4
Broadened Definition of Who Is An Insured	Included	2
Common Deductible Provision	Included	3
Fellow Employee	Included	2
Glass Breakage	Included	3
Hired Car Physical Damage	\$50,000	5
Loss Payable Clause	Included	4
Personal Effects Coverage	\$250	3
Reimbursement of Deductible - Volunteer or Employee	Included	3
Supplementary Payments		
Bail Bonds	\$2,500	2
Daily Loss of Earnings	\$1,000	2
Transportation Expense	\$50/\$1,000	3

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

**360© - ADDITIONAL COVERAGE MODIFICATIONS - Business Auto**

**PUBLIC ENTITY**

The following modifies insurance where provided under the Business Auto Coverage Form:

**A. SECTION II - LIABILITY COVERAGE:**

**1. Modifications to Who is An Insured**

The following are added to 1., WHO IS AN INSURED of A., COVERAGE, of SECTION II - LIABILITY COVERAGE but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

- d.** Any member of the governing body of the named insured.
- e.** Any boards, commissions or councils of the named insured and their members.
- f.** Any elected or appointed officer of the named insured.
- g.** Any authorized volunteer of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

Any organization other than a partnership or joint venture that you newly acquire or form over which you exercise control and actively manage and to which no other similar insurance is available will be deemed to be a named insured.

Coverage does not apply to loss that occurred before you acquired or formed the organization.

**2. Modifications to Coverage Extensions**

The following replace paragraphs a.,(2) and a.,(4) of 2., COVERAGE EXTENSIONS of A., COVERAGE of SECTION II - LIABILITY COVERAGE:

- (2)** Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**3. Fellow Employee**

Paragraph 5. Fellow Employee of B. Exclusions of COVERAGE SECTION II - LIABILITY COVERAGE is deleted in its entirety.



## **B. SECTION III - PHYSICAL DAMAGE COVERAGE**

### **1. Reimbursement of Deductible**

For "autos" owned or used by your volunteers or employees, the following is added to D., DEDUCTIBLE:

We will pay the deductible up to \$500 for reimbursement of the deductible under any auto policy available for reimbursement to the volunteer or employee, for any "loss" described above to any "auto" owned or used by a volunteer or employee while in route to, during, and returning from any official duty authorized by "you." In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by "you".

### **2. Common Deductible**

The following paragraph is added to D., DEDUCTIBLE of SECTION III – PHYSICAL DAMAGE COVERAGE:

If a "loss" covered under this coverage form also involves a "loss" under a Commercial Property or Inland Marine Coverage Part for this insured, only one (1) Deductible, the largest, will be applied. The Deductible(s) under the other coverage part(s) will be waived.

### **3. Glass Breakage**

The following paragraph is added to A.3., Glass Breakage:

With respect to private passenger "autos" only, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### **4. Coverage Extension - Transportation Expense**

Paragraph 4., Coverage Extension, is replaced with the following:

Coverage Extension. We will also pay up to \$50 per day to a maximum of \$1,000 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use.

### **5. Airbag Coverage**

If you have purchased Specified Causes of Loss or Collision coverage for an "auto" you own and the airbag of that "auto" inflates, we will pay to reset or replace the airbag, even if there has not been a Specified Cause of Loss or Collision loss to cause the inflation. However, this additional coverage only applies if the airbag is not covered under warranty and you did not intentionally cause the airbag to inflate.

The most we will pay for this coverage is \$1,000 for each covered "auto" you own. The deductible provision does not apply to this additional coverage.

## **6. Personal Effects Coverage**

If you have purchased Comprehensive or Specified Causes of Loss coverage for an "auto" you own and that "auto" is stolen, we will pay for your "personal effects" and the "personal effects" of your employees if those "personal effects" were stolen with the "auto", based on the lesser of:

- a. The actual cash value of the stolen "personal effects" as of the time of the "loss"; or
- b. The cost of repairing or replacing the stolen "personal effects" with other property of like kind and quality.

If the "personal effects" are recovered with the "auto", but they were damaged due to the "auto" theft, we will pay the lesser of:

- a. The actual cash value of the damaged "personal effects" as of the time of the "loss" or
- b. The cost of repairing or replacing the damaged "personal effects" with other property of like kind and quality.

We will pay up to a maximum of \$250 for all "personal effects", regardless of the number of "personal effects", stolen, per each "auto" theft.

The insurance provided under this coverage is excess over any valid and collectible insurance available to you or your employees.

"Personal Effects" means tangible property that is worn or carried about the person. "Personal effects" does not include tools, jewelry, money or securities. The deductible provision does not apply to this additional coverage.

## **7. Audio, Visual or Electronic Equipment**

The following replaces B.4., of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

- (1) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (2) Equipment designed or used for the detection or location of radar.
- (3) Any electronic equipment, installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- (4) Any accessories used with the electronic equipment described in paragraph 3. above.

However, this exclusion does not apply to any equipment that is permanently installed in a covered "auto".

## **C. SECTION IV - BUSINESS AUTO CONDITIONS**

### **1. LOSS PAYABLE CLAUSE**

The following is added to A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

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

### **2. HIRED CAR PHYSICAL DAMAGE**

The following replaces Item 5.b. of B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

- b.** Coverage Extension. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations.

This coverage is subject to the following provisions:

- a.** The most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

(1) \$50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss;"  
or

(3) The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b.** For each hired "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
- c.** We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial loss for this coverage to apply.
- d.** Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

## NOTICE TO INSURED OF AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE ENDORSEMENT PREMIUM DEVELOPMENT

THE PREMIUM SHOWN ON THE DECLARATIONS PAGE IS THE FINAL ANNUAL PREMIUM. SUBJECT TO THE CONDITIONS DESCRIBED IN ITEM # 2 BELOW, THIS POLICY WILL NOT BE AUDITED.

**IMPORTANT: TO INSURE ACCURATE RECORD KEEPING AND CLAIMS VERIFICATION, THE ENTITY SHOULD CONTINUE TO SUBMIT ALL CHANGE REQUESTS TO THE AGENT AND THE AGENT SHOULD FORWARD A COPY OF ALL CHANGE REQUESTS TO TRIDENT.**

### **1. COMMERCIAL AUTOMOBILE – LIABILITY:**

Coverage is automatically provided for ANY AUTO the entity owns or acquires during the Policy Period.

### **2. COMMERCIAL AUTOMOBILE – PHYSICAL DAMAGE (“FLEET AUTOMATIC”):**

Coverage is provided on a “Fleet Automatic” basis. This means that any auto(s) the entity acquires during the term of the policy will be covered automatically, provided it is an additional new auto or replaces an auto the entity previously owned which had Physical Damage coverage. The entity must inform Trident that they desire Physical Damage coverage for these autos within 30 days after the entity acquires the auto(s). The entity must submit a request for Physical Damage Coverage for any auto(s) which do not meet the conditions outlined above. Coverage for these autos will be added by endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PROFESSIONAL SERVICES NOT COVERED**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
2. "Bodily injury" resulting from food or drink furnished with these services.
3. "Bodily injury" or "property damage" resulting from the handling of corpses.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EMERGENCY VEHICLES – VOLUNTEER FIREFIGHTERS AND WORKERS INJURIES EXCLUDED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

LIABILITY COVERAGE is changed by adding the following exclusions:

This insurance does not apply to:

1. "Bodily Injury" to any volunteer firefighter or other volunteer worker of the "insured" if sustained while such person is using or maintaining a covered "auto" or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the "insured".
2. **"Bodily Injury" to any fellow volunteer firefighter or other volunteer worker of the "insured" if sustained in the course of volunteer firefighting, rescue squad or ambulance corps operations.**

Specimen