

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

| Coverage | Additional Premium | Limits of Insurance |
|--------------------------|--------------------|---|
| Hired Auto Liability | Excluded | N/A Each Occurrence |
| Non-Owned Auto Liability | Included | Up to \$1,000,000 Each Occurrence Available (reference certificate) |

Regardless of the number of "hired autos", "non-owned autos", insureds, claims made or vehicles involved in the "occurrence", the most we will pay for damages resulting from any one "occurrence" is the Hired Auto Liability Limit or the Non-Owned Auto Limit, whichever is applicable, is shown in the

above Schedule. Such limits are included within and reduce the General Aggregate Limit as shown in the Declarations. In no way shall coverage provided herein be construed to change, increase, or reinstate the Limits of Insurance shown in the Declarations.

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

A. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) 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.

All other terms and conditions of this Policy remain unchanged.

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B. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) applies to 'bodily injury' or 'property damage' arising out of the use of any 'non-owned auto' in your business by any person other than you in the course of your business.

C. CHANGES IN EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. Paragraphs b. Contractual Liability, c. Liquor Liability, e. Employer's Liability, g. Aircraft, Auto, or Watercraft, h. Mobile Equipment, j. Damage to Property, k. Damage to Your Product, l. Damage to Your Work, m. Damage to Impaired Property or Property Not Physically Injured and n. Recall of Products, Work or Impaired Property of Paragraph 2. Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I -COVERAGES) do not apply to the coverage provided by this endorsement.

2. The following exclusions are added to Paragraph 2. Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES):

[This insurance does not apply:]

a. "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.

b. "Bodily injury" to:

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

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- (a) Employment by any insured; or
- (b) Performing duties related to the conduct of any 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:

- (1) Whether any 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 the damages because of the 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.

c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured;
- (2) Property in the care, custody or control of the insured; or

D. WHO IS AN INSURED

For the purposes of this endorsement only, SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced with the following:

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

- a. You;

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- b. Any other person using a 'hired auto' with your permission;
 - c. With respect to a 'non-owned auto,' any partner or "executive officer" of yours, but only while such 'non-owned auto' is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 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 with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
 - b. Any partner or "executive officer" with respect to any 'auto' owned by such partner or "executive officer" or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing 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;
 - e. Any person or organization 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.

E. ADDITIONAL DEFINITIONS

For the purposes of this endorsement only, the following definitions are added to SECTION IV-DEFINITIONS:

- 1. 'Auto business' means the business or occupation of selling, repairing, servicing, storing or parking 'autos.'

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

3. 'Non-owned auto' means any 'auto' you do not own, lease, hire or borrow which is used in connection with your business. This includes "autos" owned by your "employees" or your "executive officers", or members of their households, but only while used in your business. However, if you are a partnership a 'non-owned auto' does not include any auto owned by any partner.

F. EXCESS COVERAGE PROVISION

The HIRED AUTO LIABILITY and the NON-OWNED AUTO LIABILITY coverages provided by this endorsement are excess of and apply only upon the exhaustion of (by payment of judgments and/or settlements) any other applicable insurance including any deductibles or self insured retentions and the applicable deductible or self insured retention of this Policy.

All other terms and conditions of this Policy remain unchanged.

