

FORMS – IMPLEMENTATION

APRIL 5, 2021

COMMERCIAL LINES

LI-CL-2021-015

UTAH HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE ENDORSEMENTS WITHDRAWN

KEY MESSAGE

We are implementing forms filing [CL-2021-OWHA1](#), which withdraws multistate Hired Auto And Non-owned Auto Liability endorsements from several lines of business in Utah.

Applicable Lines: BP, HH, MS

UPGRADE TO WORD AND EXCEL DOCUMENTS

ISO is currently implementing changes to our authoring and delivery systems so that **newly created** documents will be delivered in Office 365 .docx/.xlsx format. These changes will be phased in by product/service tentatively beginning in second quarter 2021. We are providing advance notification so that you may prepare your internal systems. Products impacted include, but are not limited to, documents delivered/accessed via Circulars, CLM, EFD, ERC, Filings, FIRST, Forms Library (including PolicyWriting Support Forms Instructional Supplement), PRM, Statistical Plans and Suite +.

BACKGROUND

In *Dircks v. The Travelers Indemnity Company of America*, 416 P.3d 376 (2017), the Utah Supreme Court generally held, in part, that any vehicle covered under the liability provisions of an auto insurance policy must also be covered under the underinsured motorist provisions of that policy, and with equal limits, unless a named insured waives the coverage by signing an acknowledgment form meeting certain statutory requirements.

Our Businessowners, Home Healthcare and Market Segments programs currently make available Hired Auto And Non-owned Auto Liability endorsements. These programs are not designed to provide Uninsured Motorists or Underinsured Motorists coverage.

ISO ACTION

In response to the Utah Supreme Court's holding in *Dircks v. The Travelers Indemnity Company of America*, we are withdrawing the following endorsements from use in Utah:

- BP 04 04, Hired Auto And Non-owned Auto Liability
- HH 04 05, Hired Auto And Non-owned Auto Liability Insurance
- MS AS 06, Auto Service Risks – Hired Auto And Non-owned Auto Liability Insurance
- MS GC 04, Golf Courses – Hired Auto And Non-owned Auto Liability Insurance
- MS HC 02, Health Clubs And Gyms – Hired Auto And Non-owned Auto Liability Insurance

- MS HI 03, Hardware And Home Improvement Stores – Hired Auto And Non-owned Auto Liability Insurance
- MS HM 07, Hotels, Motels And Inns – Hired Auto And Non-owned Auto Liability Insurance
- MS PS 03, Personal Care Services – Hired Auto And Non-owned Auto Liability Insurance
- MS RS 03, Restaurants – Hired Auto And Non-owned Auto Liability Insurance
- MS SF 04, Self-storage Facilities – Hired Auto And Non-owned Auto Liability Insurance
- MS SM 03, Supermarkets – Hired Auto And Non-owned Auto Liability Insurance
- MS ST 03, Staffing Firms – Hired Auto And Non-owned Auto Liability Insurance

We submitted these revisions under ISO Filing Designation [CL-2021-OWHA1](#). Refer to the attached explanatory material for complete details about the filing.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after September 1, 2021.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number [CL-2021-OWHA1](#), not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- Forms are being withdrawn.
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POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2021-004](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 9-21 (or the earliest possible subsequent date), along with any new and/or revised forms.

RELATED RULES REVISION

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

REFERENCE(S)

- [LI-CL-2021-016](#) (04/05/2021) Utah Exceptions To Hired Auto And Non-owned Auto Liability Insurance Rules To Be Implemented
- [LI-CL-2021-004](#) (02/17/2021) Revised Lead Time Requirements Listing

ATTACHMENT(S)

Filing CL-2021-OWHA1

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Withdrawal Of Utah Hired Auto And Non-Owned Auto Liability Insurance Endorsements

Applicable Lines of Business

This filing applies to the following lines of business:

- ◆ Businessowners
- ◆ Home Healthcare
- ◆ Market Segments
 - Auto Service Risks Section
 - Golf Courses Section
 - Hardware And Home Improvement Stores Section
 - Health Clubs And Gyms Section
 - Hotels, Motels And Inns Section
 - Personal Care Services Section
 - Restaurants Section
 - Self-storage Facilities Section
 - Staffing Firms Section
 - Supermarkets Section

About This Filing

This filing withdraws multistate Hired Auto And Non-owned Auto Liability endorsements from several lines of business in Utah.

Withdrawn Forms

We are withdrawing the following forms:

- ◆ BP 04 04 01 10, Hired Auto And Non-Owned Auto Liability
- ◆ HH 04 05 06 18, Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS AS 06 04 06, Auto Service Risks – Hired Auto And Non-Owned Auto Liability Insurance

- ◆ MS GC 04 08 09, Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HC 02 07 10, Health Clubs And Gyms – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HI 03 08 04, Hardware And Home Improvement Stores – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HM 07 07 07, Hotels, Motels And Inns – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS PS 03 01 06, Personal Care Services – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS RS 03 03 07, Restaurants – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS SF 04 05 08, Self-Storage Facilities – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS SM 03 03 07, Supermarkets – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS ST 03 06 05, Staffing Firms – Hired Auto And Non-Owned Auto Liability Insurance

Related Filing(s)

The following companion rules filings are being filed with a concurrent effective date:

- ◆ CL-2021-OWHA2

Background

In Dircks v. The Travelers Indemnity Company of America, 416 P.3d 376 (2017), the Utah Supreme Court generally held, in part, that any vehicle covered under the liability provisions of an auto insurance policy must also be covered under the underinsured motorist provisions of that policy, and with equal limits, unless a named insured waives the coverage by signing an acknowledgment form meeting certain statutory requirements.

Our Businessowners, Home Healthcare and Market Segments programs currently make available Hired Auto And Non-owned Auto Liability endorsements. These programs are not designed to provide Uninsured Motorists or Underinsured Motorists coverage.

Explanation of Changes

In response to the Utah Supreme Court's holding in Dircks v. The Travelers Indemnity Company of America, we are withdrawing the following endorsements from use in Utah:

- ◆ BP 04 04, Hired Auto And Non-Owned Auto Liability
- ◆ HH 04 05, Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS AS 06, Auto Service Risks – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS GC 04, Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HC 02, Health Clubs And Gyms – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HI 03, Hardware And Home Improvement Stores – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS HM 07, Hotels, Motels And Inns – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS PS 03, Personal Care Services – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS RS 03, Restaurants – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS SF 04, Self-Storage Facilities – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS SM 03, Supermarkets – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ MS ST 03, Staffing Firms – Hired Auto And Non-Owned Auto Liability Insurance

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	\$
B. Non-owned Auto Liability	\$

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

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – 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.

2. Non-owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

a. "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:

(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 injury.

This exclusion does not apply to:

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

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "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.

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2. Paragraph **C. Who Is An Insured** in **Section II – Liability** 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":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "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 for 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 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 for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph **H. Other Insurance** in **Section III – Common Policy Conditions** is replaced by the following:

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

D. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.
3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

HOME HEALTHCARE COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Hired Auto Liability

The insurance provided under **Section I – Coverage A – General 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 – Coverage A – General Liability** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement, **Section II – Exclusions** is amended as follows:

1. The following exclusions under Paragraph **A. Applicable To Coverage A – General Liability** do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Aircraft, Auto Or Watercraft;
- d. Mobile Equipment;
- e. Damage To Property;
- f. Damage To Your Product;
- g. Damage To Your Work;

h. Damage To Impaired Property Or Property Not Physically Injured; and

i. Recall Of Products, Work Or Impaired Property.

2. The following exclusions are added to Paragraph **A. Applicable To Coverage A – General Liability**:

This insurance does not apply to:

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. "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.

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D. Who Is An Insured

For the purposes of this endorsement only, **Section III – Who Is An Insured** is replaced by the following:

Who Is An Insured

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 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 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 officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business";
 - 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. Limits Of Insurance

For the purposes of this endorsement only, the **Section IV – Limits Of Insurance** is replaced by the following:

Limits Of Insurance

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, Condition **C. Other Insurance** under **Section V – Conditions** is replaced by the following:

Other Insurance

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** section.

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "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.
- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SERVICE RISKS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

I

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

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Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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.

- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

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B. Non-Owned Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

2. The following Bodily Injury And Property Damage Liability exclusions are added:

- This insurance does not apply to:
- 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.

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C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

- 1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
 - a. Contractual Liability;
 - b. Liquor Liability;
 - c. Employer's Liability;
 - d. Aircraft, Auto Or Watercraft;
 - e. Mobile Equipment;
 - f. Damage To Property;

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- b. "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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 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 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 officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "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.
- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLF COURSES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$

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

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. 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 the **Bodily Injury And Property Damage Liability** Coverage 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 the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
 - a. Contractual Liability;
 - b. Liquor Liability;
 - c. Employer's Liability;
 - d. Aircraft, Auto Or Watercraft;
 - e. Mobile Equipment;
 - f. Damage To Property;
 - g. Damage To Your Product;
 - h. Damage To Your Work;
 - i. Damage To Impaired Property Or Property Not Physically Injured; and
 - j. Recall Of Products, Work Or Impaired Property.

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2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- 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 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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the Who Is An Insured Section is replaced by the following:

WHO IS AN INSURED

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

- a. You.
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 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 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 officer or a member of his or her household;
c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

Other Insurance

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.
3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CLUBS AND GYMS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$

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

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. 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 the **Bodily Injury And Property Damage Liability** Coverage 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 the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
 - a. Contractual Liability;
 - b. Liquor Liability;
 - c. Employer's Liability;
 - d. Aircraft, Auto Or Watercraft;
 - e. Mobile Equipment;
 - f. Damage To Property;
 - g. Damage To Your Product;
 - h. Damage To Your Work;
 - i. Damage To Impaired Property Or Property Not Physically Injured; and
 - j. Recall Of Products, Work Or Impaired Property.

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2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- 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 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:

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

D. **Who Is An Insured**

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

Who Is An Insured

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

- a. You.
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 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 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 officer or a member of his or her household;
c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

Limits Of Insurance

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

Other Insurance

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.
3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HARDWARE AND HOME IMPROVEMENT STORES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference any paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply.

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;
- f. Damage To Property;
- g. Damage To Your Product;

h. Damage To Your Work;

- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

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 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

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- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) 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 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; or
 - (2) Property in the care, custody or control of the insured.

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 Paragraphs 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 officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** section is replaced by the following:

LIMIT OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** section.

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "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.
- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOTELS, MOTELS AND INNS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$

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

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the Bodily Injury And Property Damage Liability coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
 - a. Contractual Liability;
 - b. Liquor Liability;
 - c. Employer's Liability;
 - d. Aircraft, Auto Or Watercraft;
 - e. Mobile Equipment;
 - f. Damage To Property;
 - g. Damage To Your Product;

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- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- 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 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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 Paragraphs 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 officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

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F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

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

- 2. "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.
- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL CARE SERVICES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference any paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$

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

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;
- f. Damage To Property;

- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

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 the insured arising out of and in the course of:
 - (a) Employment by the insured; or

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- (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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 Paragraphs 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 officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMIT OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section.

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "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.
- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANTS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$

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

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;

- f. Damage To Property;
- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- 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.

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- b. "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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 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 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 officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.

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3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-STORAGE FACILITIES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$

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

A. Hired Auto Liability

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

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** Exclusions do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;

- f. Damage To Property;
- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** Exclusions are added:

This insurance does not apply to:

- 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.

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- b. "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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 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 with respect to "bodily injury" to any coemployee 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 officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** Provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

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G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "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.

- 3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPERMARKETS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;

- f. Damage To Property;
- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

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.

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- b. "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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 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 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 officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.

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3. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STAFFING FIRMS – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference any paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$

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

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage 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 the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:

- a. Contractual Liability;
- b. Liquor Liability;
- c. Employer's Liability;
- d. Aircraft, Auto Or Watercraft;
- e. Mobile Equipment;
- f. Damage To Property;

- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

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 the insured arising out of and in the course of:
 - (a) Employment by the insured; or

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- (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:

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

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** section is replaced by the following:

WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - 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 Paragraphs 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 officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, the **Limits Of Insurance** section is replaced by the following:

LIMIT OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** section is replaced by the following:

OTHER INSURANCE

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** section.

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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.
3. "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.

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