NEW HAMPSHIRE CHANGES IN POLICY

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For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, New Hampshire, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

PART I – STATUTORY CHANGES

A. Part I of this endorsement changes the Covered Autos Liability Coverage of the Coverage Part. These changes are made to comply with Chapter 264 of the New Hampshire Revised Statutes.

B. Changes In Covered Autos Liability Coverage

1. For "auto" "accidents" occurring within the coverage territory, Covered Autos Liability Coverage on a covered "auto" applies to the operation of (or presence in) any other "auto". The following are "insureds":

a. You, if you are an individual and the owner of a covered "auto" (or if spouses, either or both of whom own the covered "auto").

b. Any person related to you by marriage, blood, or adoption, if a resident of your household.

c. Any domestic servant, while engaged in employment by:

(1) You; or

(2) Any person related to you by marriage, blood, or adoption, if a resident of your household.

The coverage applies only if the other "auto" is not owned by you, any person related to you by marriage, blood, or adoption, if a resident of your household or the domestic servant.

2. Covered Autos Liability Coverage provided by Part I of this endorsement is excess to any other collectible liability coverage.

3. The limit of liability for the coverage provided by Part I of this endorsement is the limit of liability required by the New Hampshire Financial Responsibility Law. The limit does not apply in addition to the limit of liability provided by the Coverage Part for use of "autos" you don't own.

PART II – ADDITIONAL CHANGES

A. Changes In Covered Autos

1. Paragraph A. Description Of Covered Auto Designation Symbols of Section I – Covered Autos in the Business Auto and Motor Carrier Coverage Forms is amended as follows:

a. The description for Symbol 19 under the Business Auto Coverage Form is replaced by the following:

Symbol **19** – Mobile Equipment Subject To Registration For Use On Public Roads Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

b. The description for Symbol 79 under the Motor Carrier Coverage Form is replaced by the following:

Symbol **79** – "Mobile Equipment" Subject To Registration For Use On Public Roads Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to registration for use on public roads where they are licensed or principally garaged.

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2. Paragraph 3. of B. Owned Autos in the Business Auto and Auto Dealers Coverage Forms is replaced by the following:

3. An "auto" that is leased to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

B. Changes In Covered Autos Liability Coverage

1. The Who Is An Insured provision is replaced by the following in the Business Auto Coverage Form when the Motor Carrier Endorsement is not attached to the Policy:

Who Is An Insured

The following are "insureds":

a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.

(2) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.

2. The Who Is An Insured provision is replaced by the following in the Auto Dealers Coverage Form:

Who Is An Insured

The following are "insureds":

a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner of a covered "auto" you hire or borrow from one of your "employees" or a member of his or her household.

(2) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a covered "auto" is an "insured" only if that "auto" is a "trailer" connected to a covered "auto" you own.

d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. The Who Is An Insured provision is replaced by the following in the Motor Carrier Coverage Form and the Motor Carrier Endorsement:

Who Is An Insured

The following are "insureds":

a. You, your executives and partners (if you are a partnership) or members (if you are a limited liability company) are "insureds". However, executives, partners or members are not "insureds" for their own "autos".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner, or any "employee", agent or driver of the owner, from whom you hire or borrow a covered "auto".

(2) The owner of a covered "auto" you hire or borrow from one of your "employees" or agents or a member of their household.

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(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) Another "motor carrier" or any "employee", agent or driver of that "motor carrier", while using a covered "auto" that is a "trailer", in that other "motor carrier's" business.

c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is being used:

(1) With another covered "auto" that is a power unit; or

(2) Exclusively in your business, if not being used with a covered "auto" that is a power unit.

d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement, but only when the leased "auto" is used in your business as a "motor carrier" for hire.

However, such lessor or any "employee", agent or driver of the lessor is not an "insured" if a written hold harmless agreement between the lessor and you requires the lessor to hold you harmless, but only to the extent required by such hold harmless agreement.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

(1) Any "motor carrier" for hire or any agents or "employees" of the "motor carrier", other than you and your "employees":

(a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.

(b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in their business.

However, Paragraph **(1)** above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

(2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:

(a) Is being transported by the carrier; or

(b) Is being loaded on or unloaded from any unit of transportation by the carrier.

4. The Care, Custody Or Control Exclusion relating to property owned or transported by the "insured", or in the "insured's" care, custody or control, does not apply to "property damage" to a residence or private garage caused by a covered "auto" of the private passenger type.

5. The Leased Autos Exclusion in the Auto Dealers Coverage Form is replaced by the following:

Leased Autos

Any covered "auto" while leased to others.

6. The Operations Exclusion in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged.

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7. The following exclusion is added:

This insurance does not apply to:

Any "insured" for "bodily injury" or "property damage" arising out of the operation of any vehicle by that "insured" and while that "insured's" driver's license is under suspension or revocation.

However, this exclusion does not apply:

a. For amounts up to the minimum limits of liability required by the New Hampshire Financial Responsibility Law; or

b. If the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

8. The last paragraph in C. Limit Of Insurance in the Business Auto and Motor Carrier Coverage Forms and the last paragraph in 5. Limit Of Insurance – Covered Autos Liability in the Auto Dealers Coverage Form are replaced by the following:

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

C. Changes In Physical Damage Coverage

1. The Deductible provision in the Business Auto and Motor Carrier Coverage Forms is replaced by the following:

Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the lesser of one of the following, prior to the application of the Limit Of Insurance:

Deductible

a. The applicable deductible shown in the Declarations for each covered "auto", provided that:

(1) The Comprehensive deductible applies only to "loss" caused by:

(a) Theft or mischief or vandalism; or

(b) All perils, except "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".

(2) The Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

(a) Theft or mischief or vandalism; or

(b) All perils; or

b. The maximum deductible applicable for all "loss" in any one event under:

(1) Comprehensive Coverage, caused by:

(a) Theft or mischief or vandalism; or

(b) All perils, except "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto"; or

(2) Specified Causes Of Loss Coverage, caused by:

(a) Theft or mischief or vandalism; or

(b) All perils.

The maximum deductible will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

2. The Deductible provision in the Auto Dealers Coverage Form is replaced by the following:

Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the lesser of one of the following prior to the application of the Limit Of Insurance:

Deductible

a. The applicable deductible shown in the Declarations for each covered "auto", provided that:

(1) The Comprehensive deductible applies only to "loss" caused by:

(a) Theft or mischief or vandalism; or

(b) All perils, except "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto".

(2) The Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

(a) Theft or mischief or vandalism; or

(b) All perils; or

b. The maximum deductible applicable to all "loss" in any one event, provided that:

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(1) The applicable per "loss" deductible shown in Item Six of the Declarations for "autos" held for sale, applies to "loss" under:

(a) Comprehensive Coverage, caused by:

(i) Theft or mischief or vandalism; or

(ii) All perils, except "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto"; or

(b) Specified Causes Of Loss Coverage, caused by:

(i) Theft or mischief or vandalism; or

(ii) All perils.

(2) The maximum deductible applicable to "autos" not held for sale, applies to "loss" under:

(a) Comprehensive Coverage, caused by:

(i) Theft or mischief or vandalism; or

(ii) All perils, except "loss" caused by the sinking, burning, collision or derailment of any conveyance transporting a covered "auto"; or

(b) Specified Causes Of Loss Coverage, caused by:

(i) Theft or mischief or vandalism; or

(ii) All perils.

The maximum deductible described in Paragraph **b.(2),** will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

3. Any Collision Coverage Deductible shown in the Declarations does not apply if the "loss" is caused by an "uninsured motor vehicle" and the operator of the "uninsured motor vehicle" has been positively identified and is solely at fault.

D. Changes In Auto Medical Payments Coverage

1. Exclusion C.2. is replaced by the following:

This insurance does not apply to:

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by you or furnished or available for your regular use.

2. Exclusion C.3. is replaced by the following:

This insurance does not apply to:

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto" insured under this Coverage Form) owned by or furnished or available for the regular use of any "family member".

3. Exclusion C.5. relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" applies only if workers' compensation benefits are available or required.

4. The following exclusion is added:

This insurance does not apply to:

"Bodily injury" sustained by an "insured":

a. While that "insured" is operating any "auto"; and

b. While that "insured's" driver's license is suspended or revoked.

However, this exclusion does not apply if the suspension or revocation can be directly attributed to our failure to file the necessary certification material with the director of the division of motor vehicles.

5. Paragraph D. Limit Of Insurance is replaced by the following:

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and a health insurance policy.

6. The following condition is added:

Assignment Of Benefits

Auto Medical Payments Coverage shall not be assignable to any health care provider.

E. Changes In General Conditions

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1. Paragraph 5.c. of the Other Insurance provision in the Business Auto Coverage Form, when the Motor Carrier Endorsement is not attached to the Policy, and the Auto Dealers Coverage Form is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph c. does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

2. Paragraph 5.g. of the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and the Motor Carrier Endorsement is replaced by the following:

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". However, this Paragraph g. does not apply to that part of any contract or agreement entered into, as part of your business, pertaining to the rental, by you or any of your "employees", of any "auto".

3. The Premium Audit provision is amended to add the following:

An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy or anniversary date, if this is a continuous policy or a policy written for a term longer than one year, provided that there is no bona fide dispute.

The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Except as provided above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

F. Changes In Definitions

1. As used in this endorsement:

"Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle, "trailer" or semitrailer for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:

(1) Less than the limit of liability for this coverage; or

(2) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having a claim under this or any similar insurance as a result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(2) Owned by a governmental unit or agency; or

(3) Designed for use mainly off public roads while not on public roads.

2. The following definitions replace those contained in the Business Auto and Motor Carrier Coverage Forms:

a. The definition of "auto" is replaced by the following:

"Auto" means:

1. Any land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

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However, "auto" does not include "mobile equipment".

b. The definition of "mobile equipment" is replaced by the following:

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles that are subject to registration for use on public roads are considered "autos".