

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.:  
Effective 12:01 a.m.

# ALASKA – HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Limit of Insurance	Additional Premium
A. Hired Auto Liability \$	\$
B. Non-Owned Auto Liability \$	\$
If no information is stated above, the relevant information to complete the Schedule will be shown in the Declarations.	

- A. The coverage provided by this endorsement will apply only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule above.

### 1. Hired Auto Liability

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

### 2. Non-Owned Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages** 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.

- B. For the purposes of this endorsement only, the following apply:

- Under Paragraph **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages**, subparagraphs **b.**, **c.**, **e.**, **g.**, **h.**, **j.**, **k.**, **l.**, **m.**, and **n.** are deleted in their entirety.
- Paragraph **2. Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** under **Section I – Coverages** is amended by the addition of the following exclusions:

This insurance does not apply to:

#### a. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by

reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

**b. Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

- (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" to domestic "employees" not entitled to workers' compensation benefits.

**c. Damage to Property**

"Property damage" to:

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

- C.** For the purposes of this endorsement only, **Section II - Who Is An Insured** is deleted in its entirety and replaced by the following:

**SECTION II - WHO IS AN INSURED**

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

- a.** You;
- b.** Any other person using a "hired auto" with your permission;
- c.** For a "non-owned auto", any 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 or 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 under this endorsement:

- 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, 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" 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 duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement only, **Section III - Limits Of Insurance** is deleted in its entirety and replaced by the following:

### **SECTION III - 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.

The "hired auto" and "non-owned auto" Limit of Insurance shall not be less than and no deductible will be applied within the minimum financial responsibility limits required by the Alaska Motor Vehicle Safety Responsibility Act.

E. For the purposes of this endorsement only, **4. Other Insurance** in **Section IV – Commercial General Liability Conditions** is deleted in its entirety and replaced by the following:

#### **4. Other Insurance**

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

F. For the purposes of this endorsement only, the following additional definitions are added to **Section V - Definitions**:

- 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. "Hired auto" 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.

All other terms and conditions of the policy remain the same.

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Authorized Representative