

# NON-OWNED AUTOMOBILE LIABILITY

Refer to the Declarations if information is not shown on this form. This endorsement is subject to the *terms* contained in *your* policy.

#### **SCHEDULE**

Limits Of Liability	
\$	Each <i>Occurrence</i>
\$	Aggregate

### **DEFINITIONS**

The following definitions apply to this policy form:

- 1. *Insured*-The definition of *insured* in the General Liability Coverage is deleted and replaced with the following:
  - a. *Insured* means:
    - 1) Each of the following is an *insured* under *Non-Owned Automobile* Liability subject to the conditions and limitations set forth below:
      - a) **You**;
      - b) Only with respect to the conduct of *your business*:
        - (1) Your partners and executive officers; and
        - (2) Your employees; and
      - c) Anyone liable for the acts or omissions of an *insured* described in this definition.
    - 2) None of the following is an *insured*:
      - a) Any person engaged in the *business* of their employer with respect to *bodily injury* to any fellow *employee* of such person injured in the course of their employment;
      - b) Any partner or executive officer with respect to an *automobile* owned by such partner or executive officer or a member of their household;
      - c) Any person or organization for the conduct of a current or past partnership or joint venture that is not shown in the Declarations;
      - d) Any person while employed or otherwise engaged in the duties of a *business* for *automobile* sales, repair, service, parking or storage. This does not apply to such *business you* own or operate; or
      - e) The owner of a *non-owned automobile*, including any agent or *employee* of such owner.
- 2. **Non-owned automobile** means any **automobile you** do not own, lease, hire, rent or borrow used in the conduct of **your business**. This includes **automobiles** owned by **your employees**, partners, executive officers, or members of their families used in the conduct of **your business**.

### WHAT WE PAY FOR

The following coverage is added to Coverage L-Bodily Injury And Property Damage.

1. We pay those sums when the *insured* is legally obligated to pay damages because of *bodily injury* or *property damage* arising out of the use of a *non-owned automobile* by any person, but only with respect to the conduct of *your business*.

## WHAT WE DO NOT PAY FOR

The following exclusions apply to *Non-Owned Automobile* Liability.

- 1. The Coverage L exclusions apply to Non-Owned Automobile Liability, except the exclusions titled:
  - a. Automobile, Aircraft, Unmanned Aircraft Or Watercraft;
  - b. Employer's Liability;
  - c. Mobile Equipment; and
  - d. Property Damage;

do not apply.

2. We do not pay for:

- a. **Property damage** to property:
  - 1) Owned by, transported by, rented to or loaned to the *insured*; or
  - 2) In the care, custody or control of the *insured*.
- b. **Bodily injury** to:
  - 1) Any *employee* of the *insured* arising out of and in the course of their employment by the *insured*; or
  - 2) Any *employee* of the *insured* arising out of and in the course of performing duties related to the conduct of the *insured's business*.

This exclusion does not apply to *bodily injury* to domestic *employees* not entitled to workers' compensation benefits or to liability assumed by the *insured* under an *insured contract*.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

This section is in addition to all applicable provisions of How Much *We* Pay For Loss Or Claim in *your* policy. Settlement of *Non-Owned Automobile* Liability losses covered by this endorsement will be made in accordance with the following provisions:

- 1. The Aggregate limit of liability shown in the Schedule is the most *we* pay for damages during a policy period for *Non-Owned Automobile* Liability.
- 2. The Each *Occurrence* limit of liability shown in the Schedule, subject to 1. above, is the most *we* pay for damages for *Non-Owned Automobile* Liability arising out of a single *occurrence*.
- 3. The Limits Of Liability specified in the Schedule are in addition to, and will not reduce, the Coverage L limits of liability.
- 4. The *Non-Owned Automobile* Liability shall be excess insurance over any other valid and collectible insurance available to *you*.

All other terms and conditions remain unchanged.