

HIRED AUTOMOBILE AND 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 *Hired Automobile* And *Non-Owned Automobile* Liability subject to the conditions and limitations set forth below:
 - a) **You**;
 - b) Any person using a *hired automobile* with *your* permission;
 - c) For a non-owned automobile:
 - (1) Your partners and executive officers; and
 - (2) Your employees;

but only with respect to the conduct of your business; and

- d) 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;
 - e) The lessee of a *hired automobile* when *you* are a sublessee, including any agent or *employee* of such lessee; or
 - f) The owner of a *hired automobile* or a *non-owned automobile*, including any agent or *employee* of such owner.
- 2. *Hired Automobile* means an *automobile you* lease, hire, rent or borrow. This does not include any *automobile you* lease, hire, rent or borrow from *your employees*, partners, executive officers or members of their households.
- 3. **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:
 - a. Maintenance or use of a *hired automobile* by *you* or *your employees*, but only with respect to the conduct of *your business*; and
 - b. 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 *Hired Automobile* And *Non-Owned Automobile* Liability.

- 1. The Coverage L exclusions apply to *Hired Automobile* And *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 *Hired Automobile* And *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 **Hired Automobile** And **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 *Hired Automobile* And *Non-Owned Automobile* Liability arising out of a single *occurrence*.
- 3. Payments made under *Hired Automobile* And *Non-Owned Automobile* Liability, as stated in 1. and 2. above, will reduce the Coverage L each *occurrence* and aggregate limits of liability.
- 4. The *Hired Automobile* And *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.