



## ***HIRED AND NON-OWNED AUTOMOBILE COVERAGE***

Refer to the Supplemental Declarations if information is not shown on this form.

**We** provide coverage under this endorsement subject to the **terms** contained in the Liability coverage.

This endorsement forms a part of the policy identified below:

Policy No. \_\_\_\_\_.

***Named Insured*** \_\_\_\_\_.

This endorsement is effective on the inception date of the policy unless otherwise stated.

### ***HOW MUCH WE PAY FOR LOSS OR CLAIM FOR HIRED AND NON-OWNED AUTOMOBILE COVERAGE***

The Limit of Liability stated in the Declarations for Coverage L does not apply to ***HIRED AND NON-OWNED AUTOMOBILE COVERAGE***. The Limit of Liability for ***HIRED AND NON-OWNED AUTOMOBILE COVERAGE*** is shown below.

***Our*** liability is limited as follows:

The limits of liability stated below as applicable to each ***occurrence*** is ***our*** total limit of liability for all damages because of ***bodily injury*** and/or ***property damage*** sustained by one or more persons as a result of any one ***occurrence***. The limit of liability stated below as an aggregate is the total limit of ***our*** liability for all damages incurred within any annual period.

Limits of Liability

\$ \_\_\_\_\_ each ***occurrence***.

\$ \_\_\_\_\_ aggregate.

These limits apply without regard to the number of:

1. ***insureds*** under this policy;
2. persons or organizations who sustain ***bodily injury*** and/or ***property damage***;
3. claims made or ***suits*** brought on account of ***bodily injury*** and/or ***property damage***; or
4. ***automobiles*** to which this policy applies.

### ***DEFINITIONS***

For ***Hired and Non-Owned Automobile*** Coverage, the definition of ***insured*** in the DEFINITIONS section of the Liability coverage is deleted and replaced with the following.

Each of the following is an ***insured*** under this insurance as set forth below:

1. the ***named insured***; and
2. any partner or executive officer of the ***named insured***.

None of the following is an ***insured***:

1. any ***employee(s)*** or independent contractor(s) employed by or on behalf of the ***named insured***;
2. any person engaged in the ***business*** of the employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of the employment;
3. any partner or executive officer with respect to an ***automobile*** owned by such partner or officer or a member of their household; and
4. any person while engaged in the automobile business including the operation of an ***automobile*** sales agency, repair shop, service station, public garage or public parking space with respect to any ***occurrence*** arising out of any operation. This exclusion DOES NOT APPLY to the ***named insured*** while engaged in the ***automobile business***.

This insurance DOES NOT APPLY to ***bodily injury*** and/or ***property damage*** arising out of a ***hired*** or ***non-owned automobile*** used in the conduct of any partnership, joint venture or other legal entity of which the ***insured*** is a partner or a member and which is not designated in this policy as ***named insured***, or if the ***named insured*** is a partnership with an ***automobile*** owned by or registered in the name of a partner.

The following definitions are added to the DEFINITIONS section of the Liability coverage:

1. **Business automobile** means an **automobile** of the truck type or other **automobile** designed for the transportation of people or property over public roads.
2. **Hired Automobile** means an **automobile** not owned by the **named insured**, which is used under contract on behalf of, or loaned to, the **named insured** provided the **automobile** is not owned by or registered in the name of:
  - a. a partner or executive officer of the **named insured**; or
  - b. an **employee** or agent of the **named insured** who is granted an operating allowance of any sort for the use of the **automobile**.
3. **Non-owned automobile** means an **automobile** not owned in whole or in part by, registered in the name of, hired by, leased by or loaned to the **named insured**, or a **named insured** that is a partnership, corporation, joint venture, limited liability company or limited liability partnership, or to any partner or principal of any entity.
4. **Occurrence** means an accident including continuous or repeated exposure to substantially similar conditions.
5. **Private passenger automobile** means a 4-wheel private passenger or station wagon type **automobile**.

## WHAT WE PAY FOR

We will pay on behalf of the **named insured**, all sums which the **named insured** shall become legally obligated to pay as damages because of **bodily injury** and/or **property damage** to which this insurance applies. The **bodily injury** and/or **property damage** must be caused by an **occurrence** which arises out of the use of a **hired** or **non-owned private passenger automobile** by a person, other than the **named insured**, in the conduct of the **business** of the **named insured**, or arising out of the use by an **employee** of the **named insured** of any **hired** or **non-owned automobile** if the use is occasional and infrequent. We shall have the right and duty to defend any **suit** against the **named insured** seeking damages on account of such **bodily injury** and/or **property damage**. We may make any investigation and settle any claim or **suit** that we decide is appropriate. We shall not be obligated to pay any claim or judgment or to defend any **suit** after our limit of liability has been exhausted.

## WHAT WE DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the Liability coverage:

1. We exclude liability assumed by the **insured** under any contract or agreement;
2. We exclude **property damage** to:
  - a. property owned by or being transported by the **insured**;
  - b. property rented to or in the care or custody of the **insured**, or as to which the **insured** is for any purpose exercising physical control, other than **property damage** to a residence or a private garage caused by a **private passenger automobile** covered by this insurance; or
  - c. property owned by, rented to or in the care or custody of the **named insured's employee(s)** or any independent contractor(s) working for or on behalf of the **named insured**; or
3. This insurance does not apply to **bodily injury** to any **employee** of the **insured** arising out of and in the course of employment by the **insured**. 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**.

## ADDITIONAL PROVISIONS

**Excess Insurance-Hired and Non-Owned Automobiles**-this insurance shall be excess insurance over any other valid and collectible insurance available to the **named insured**.