



## EMPLOYERS' NON-OWNERSHIP *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 EMPLOYERS' NON-OWNERSHIP *AUTOMOBILE* COVERAGE

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

*Our* liability is limited as follows:

The limit 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 Employers' Non-Ownership *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 his 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 *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. **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.
3. **Occurrence** means an accident including continuous or repeated exposure to substantially similar conditions.
4. **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 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 **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-Non-Owned Automobiles**-this insurance shall be excess insurance over any other valid and collectible insurance available to the **named insured**.