

SERFF Tracking Number: APST-125889584

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: 2006 CACP

Project Name/Number: /AR 08-03

Filing at a Glance

Company: AIPSO

Product Name: 2006 CACP

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

Effective Date Requested (New):

Effective Date Requested (Renewal):

State Filing Description:

SERFF Tr Num: APST-125889584 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Andrea Olson

Date Submitted: 11/07/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 11/19/2008

Disposition Status: Approved

Effective Date (New): 03/01/2009

Effective Date (Renewal):

General Information

Project Name:

Project Number: AR 08-03

Reference Organization:

Reference Title:

Filing Status Changed: 11/19/2008

State Status Changed: 11/10/2008

Corresponding Filing Tracking Number:

Filing Description:

We recommend adopting the 2006 CACP and revisions.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

(This filing was made by a third party - aipso)

Andrea Olson, Senior Product Analyst

andrea.olson@aipso.com

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Product Name: 2006 CACP

Project Name/Number: /AR 08-03

302 Central Avenue

(800) 827-6302 [Phone]

Johnston, RI 02919

(401) 528-1351[FAX]

Filing Company Information

AIPSO

CoCode: -99

State of Domicile: Rhode Island

302 Central Avenue

Group Code: 99

Company Type:

Johnston, RI 02919

Group Name:

State ID Number:

(401) 946-2310 ext. 1319[Phone]

FEIN Number: 13-2732270

SERFF Tracking Number: APST-125889584

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Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: Form filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AIPSO	\$50.00	11/07/2008	23780803

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/19/2008	11/19/2008

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/10/2008	11/10/2008

Response Letters

Responded By	Created On	Date Submitted
Andrea Olson	11/19/2008	11/19/2008

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Disposition

Disposition Date: 11/19/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Letter and Exhibit	Approved	Yes
Form	Business Auto Coverage Form	Approved	Yes
Form	Truckers Coverage Form	Approved	Yes
Form	AR UM and UIM Coverage PPT Autos Only	Approved	Yes
Form	AR Split UIM Coverage Limits PPT Autos Only	Approved	Yes
Form	Physical Damage Coverage	Approved	Yes
Form	Out of State Coverage Extensions	Approved	Yes
Form (revised)	Arkansas-Changes in Commercial Coverage Form	Approved	Yes
Form	Changes in Commercial Coverage Form	Approved	No
Form (revised)	Arkansas-Changes in Truckers Coverage Form	Approved	Yes
Form	Changes in Truckers Coverage Form	Approved	No
Form	Changes in Truckers Endorsement	Approved	Yes
Form	Customizing Equipment Coverage	Approved	Yes
Form	Split Liability Limits	Approved	Yes
Form	Farm Labor Contactors-Limited	Approved	Yes
Form	Farm Labor Contractors	Approved	Yes
Form	Tentative Premium Endorsement	Approved	Yes
Form	Gross Receipts/Cost of Hire Tentative Rates End	Approved	Yes
Form	Changes in Coverage Forms-Mobile Equipment Subject to Motor Vehicle Insurance Laws	Approved	Yes
Form	Lessor-Additional Insured and Loss Payee	Approved	Yes
Form	Leasing or Rental Concerns-Exclusion of Certain Leased Autos	Approved	Yes
Form	AR UM Coverage	Approved	Yes
Form	AR UM Coverage-PD	Approved	Yes

SERFF Tracking Number: APST-125889584 State: Arkansas
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: 2006 CACP
Project Name/Number: /AR 08-03

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/10/2008
Submitted Date 11/10/2008
Respond By Date 11/22/2008

Dear Andrea Olson,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Sincerely,
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/19/2008
Submitted Date 11/19/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Comments:

In response to your November 10, 2008 objection to this filing, we have amended the appraisal clause by replacing current endorsements AP 62 15 and AP 70 07 with new endorsements AP 20 66 and AP 20 67. Per your request, the appraisal clause currently contained in the Business Auto and Truckers Policies is revised to state that appraisal is nonbinding and voluntary.

This is the same appraisal provision as is currently approved for ISO.

Changed Items:

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Project Name/Number: /AR 08-03

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas-Changes in Commercial Coverage Form	AP 20 66	11 08	Endorsement/Amendment/Conditions	Replaced			AP 20 66 str.pdf, AP 20 66 11 08.pdf
Previous Version							
Changes in Commercial Coverage Form	AP 62 15	02 07	Endorsement/Amendment/Conditions	Replaced			AP 62 15.pdf, AP 62 15 02 07.pdf
Arkansas-Changes in Truckers Coverage Form	AP 20 67	11 08	Endorsement/Amendment/Conditions	Replaced			AP 20 67 str.pdf, AP 20 67 11 08.pdf
Previous Version							
Changes in Truckers Coverage Form	AP 70 07	04 08	Endorsement/Amendment/Conditions	Replaced			AP 70 07.pdf, AP 70 07 04 08.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Andrea Olson

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Project Name/Number: /AR 08-03

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Auto Coverage Form	CA 00 01	03 06	Policy/Coverage Form Replaced	Replaced Form #: CA 00 01 10 01 Previous Filing #:		CA 00 01.pdf CA 00 01 03 06.pdf
Approved	Truckers Coverage Form	CA 00 12	03 06	Policy/Coverage Form Replaced	Replaced Form #: CA 00 12 10 01 Previous Filing #:		CA 00 12.pdf CA 00 12 03 06.pdf
Approved	AR UM and UIM Coverage PPT Autos Only	AP 40 48	04 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 40 48 01 01 Previous Filing #:		AP 40 48 01 01.pdf AP 40 48 04 08.pdf
Approved	AR Split UIM Coverage Limits PPT Autos Only	AP 40 49	04 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 40 49 02 97 Previous Filing #:		AP 40 49 02 97.DOC AP 40 49 04 08.pdf
Approved	Physical Damage Coverage	AP 60 22	04 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 60 22 10 02 Previous Filing #:		AP 60 22.pdf AP 60 22 04 08.pdf
Approved	Out of State Coverage Extensions	AP 62 12	04 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 62 12 12 93 Previous Filing #:		AP 62 12.pdf AP 62 12 04 08.pdf
Approved	Arkansas-Changes in Commercial Coverage Form	AP 20 66	11 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 62 15 10 02 Previous Filing #:		AP 20 66 str.pdf AP 20 66 11 08.pdf
Approved	Arkansas-Changes in Truckers Coverage Form	AP 20 67	11 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 70 07 10 02 Previous Filing #:		AP 20 67 str.pdf AP 20 67 11 08.pdf
Approved	Changes in Truckers Endorsement	AP 70 08	04 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 70 08 10 02 Previous Filing #:		AP 70 08.pdf AP 70 08 04 08.pdf

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Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: 2006 CACP

Project Name/Number: /AR 08-03

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Approved	Customizing Equipment Coverage	AP 73 03 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 73 03 12 93	Replaced Form #: AP 73 03 04 08.pdf
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Approved	Split Liability Limits	AP 90 46 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 90 46 01 03	Replaced Form #: AP 90 46 04 08.pdf
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Approved	Farm Labor Contactors-Limited	AP 90 52 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 90 52 10 96	Replaced Form #: AP 90 52 04 08.pdf
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Approved	Farm Labor Contractors	AP 90 53 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 90 53 10 96	Replaced Form #: AP 90 53 04 08.pdf
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Approved	Tentative Premium Endorsement	AP 90 54 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 90 54 12 93	Replaced Form #: AP 90 54 04 08.pdf
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Approved	Gross Receipts/Cost of Hire Tentative Rates End	AP 90 55 04 08	Endorsement/Amendment/Conditions	Replaced Form #: AP 90 55 12 93	Replaced Form #: AP 90 55 04 08.pdf
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Approved	Changes in Coverage Forms-Mobile Equipment Subject to Motor Vehicle Insurance Laws	CA 00 51 12 04	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	CA 00 51.pdf
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Approved	Lessor-Additional Insured and Loss Payee	CA 20 01 03 06	Endorsement/Amendment/Conditions	Replaced Form #: CA 20 01 10 01	Replaced Form #: CA 20 01 03 06.pdf
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Approved	Leasing or Rental Concerns-	CA 20 11 03 06	Endorsement/Amendment	Replaced Form #: CA 20 11 12 93	Replaced Form #: CA 20 11 03
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	Exclusion of Certain Leased Autos		ent/Condi ons	Previous Filing #:	06.pdf
Approved	AR UM Coverage	CA 21 08 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 21 08 01 03 Previous Filing #:	CA 21 08 01 03.pdf CA 21 08 03 06.pdf
Approved	AR UM Coverage-PD	CA 21 66 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 21 66 12 05 Previous Filing #:	CA 21 66 12 05.pdf CA 21 66 03 06.pdf
Approved	AR PIP	CA 22 02 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 22 02 12 96 Previous Filing #:	CA 22 02 12 96.pdf CA 22 02 03 06.pdf
Approved	Multi-Purpose Endorsement	CA 23 03 12 93	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: Previous Filing #:	CA 23 03.pdf
Approved	Truckers-Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 23 17 09 00 Previous Filing #:	CA 23 17.pdf CA 23 17 03 06.pdf
Approved	Truckers Endorsement	CA 23 20 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 23 20 10 01 Previous Filing #:	CA 23 20.pdf CA 23 20 03 06.pdf
Approved	Silica or Selica- Related Dust Exc for Covered Autos Exposure	CA 23 94 03 06	Endorseme nt/Amendm ent/Condi ons		
Approved	Auto Medical Payments Coverage	CA 99 03 03 06	Endorseme nt/Amendm ent/Condi ons	Replaced Form #: CA 99 03 07 97 Previous Filing #:	CA 99 03.pdf CA 99 03 03 06.pdf
Approved	Individual Named Insured	CA 99 17 03 06	Endorseme nt/Amendm	Replaced Form #: CA 99 17 10 01	CA 99 17.pdf CA 99 17 03

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			ent/Condi ons	Previous Filing #:	06.pdf
Approved	Pollution Liability- CA 99 48 03 06 Broadended Coverage for Coved Autos-Bus Auto, Motor Carrier, and Truckers Coverage Forms		Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: CA 99 48 09 02 Previous Filing #:	CA 99 48.pdf CA 99 48 03 06.pdf
Approved	Business Auto CA DS 03 03 06 Dec		Declaration Replaced s/Schedule	Replaced Form #: CA DS 03 02 04 Previous Filing #:	CA DS 03.pdf CA DS 03 03 06.pdf
Approved	Truckers Dec CA DS 14 03 06		Declaration Replaced s/Schedule	Replaced Form #: CA DS 14 02 03 Previous Filing #:	CA DS 14.pdf CA DS 14 03 06.pdf
Approved	Commercial Application AIP 2351		Application/ Replaced Binder/Enro llment	Replaced Form #: AIP 2351 Previous Filing #:	AR Comm App AIP2351 x- xx proposed.pdf

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	<u>Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only</u>	<u>Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.</u>
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5**, or **6 or 19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

~~In addition to the Limit of Insurance, w~~[We](#) will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

[These payments will not reduce the Limit of Insurance.](#)

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. 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; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. 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 the injury.

But 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". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

~~a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or~~

~~b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.~~

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of: ~~due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.~~

- a. War, including undeclared or civil war:

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;

- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. ~~a~~A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; ~~or but does not include "mobile equipment".~~

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

~~that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".~~

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.
 - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. 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; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. 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 the injury.

But 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". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
 - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.
 - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
41	Any "Autos"	
42	Owned "Autos" Only	Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
43	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
44	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.
45	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
46	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
47	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
48	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
49	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
50	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
59	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **41, 42, 43, 44, or 45 or 59** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **46** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
 - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker" or his or her agents or "employees", other than you and your "employees":
 - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

~~In addition to the Limit of Insurance, w~~We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

[These payments will not reduce the Limit of Insurance.](#)

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. 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; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

But 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". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or-

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of: ~~due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract of agreement.~~

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following applies as Supplementary Payments. ~~In addition to the Limit of Insurance,~~ we will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

[These payments will not reduce the Limit of Insurance.](#)

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for loss of use.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

C. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing – Private Passenger Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in [Paragraph a.](#) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – TRUCKERS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
- (2) Excess if the power unit is not a covered "auto".

- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

- d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs **a.**, **b.** and **c.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. aA land motor vehicle, "trailer" or semitrailer designed for travel on public roads; ~~or but does not include "mobile equipment"~~.
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

~~that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".~~

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured Contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.
 - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - M. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
 - N. "Property damage" means damage to or loss of use of tangible property.
 - O. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
 - P. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
 - Q. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.
 - R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
41	Any "Autos"	
42	Owned "Autos" Only	Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
43	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
44	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.
45	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
46	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
47	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
48	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
49	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
50	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
59	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **41, 42, 43, 44, 45** or **59** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **46** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
 - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.

d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":

- (1) Is being used exclusively in your business as a "trucker"; and
- (2) Is being used pursuant to operating rights granted to you by a public authority.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker" or his or her agents or "employees", other than you and your "employees":
 - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. 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; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

But 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". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for loss of use.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

C. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss".
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 3. The Limit of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing – Private Passenger Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – TRUCKERS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:
 - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs **a.** and **b.** above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs **a.**, **b.** and **c.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured Contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- N. "Property damage" means damage to or loss of use of tangible property.
- O. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or

- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- P. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
 - Q. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.
 - R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
PRIVATE PASSENGER TYPE AUTOS ONLY**

For a covered "auto" licensed or principally garaged in Arkansas, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	\$_____ Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury"	\$_____ Each "Accident"
<u>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</u>		

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "x" is entered below:

If an "x" is entered in this box, only the definition of "uninsured motor vehicle" applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or the "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph a or b below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, this Paragraph **b** does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are “insureds”:
 - a. The named Insured and any “family members”.
 - b. Anyone else “occupying” a covered “private passenger type” “auto” or a temporary substitute for a covered “private passenger type” “auto”. The covered “private passenger type” “auto” must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - c. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are “insureds”:
 - a. Anyone “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.
 - b. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an “underinsured motor vehicle”.
2. The direct or indirect benefit of any insurer or self-insurer under any workers’ compensation, disability benefits or similar law.
3. “Bodily injury” under Uninsured Motorists Coverage, if that “bodily injury” is sustained by:
 - a. An individual named Insured while “occupying” or when struck by any vehicle owned by that Named Insured that is not a covered “private passenger type” “auto” for

Uninsured Motorists Coverage under this Coverage Form.

- b. Any “family member” while “occupying” or when struck by any vehicle owned by that “family member” that is not a covered “private passenger type” “auto” for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any “family member” while “occupying” or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. “Bodily injury” under Underinsured Motorists Coverage, if that “bodily injury” is sustained by:
 - a. An individual Named insured while “occupying” or when struck by any vehicle owned by that Named Insured that is not a covered “private passenger type” “auto” for Underinsured Motorists Coverage under this Coverage Form.
 - b. Any “family member” while “occupying” or when struck by any vehicle owned by that “family member” that is not a covered “private passenger type” “auto” for Underinsured Motorists Coverage under this Coverage Form.
 - c. Any “family member” while “occupying” or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
 5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
 6. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.
 7. “Bodily injury” arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or

defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "private passenger type" "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured And Underinsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and **Other Insurance—Primary And Excess Insurance Provisions** in the Truckers Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or

policy providing coverage on either a primary or excess basis.

- b. Any insurance we provide with respect to a vehicle the Named Insured do not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

- c. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing by certified mail-return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- (1) Written documentation of monetary losses incurred,

including copies of all medical bills;

- (2) Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- (3) Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

However, this Paragraph c. does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if:

- a. The "underinsured motor vehicle" is insured by us for Liability Coverage; or
- b. The "underinsured motor vehicle" is not insured by us for Liability Coverage and we:
 - (1) Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of

Underinsured Motorists Coverage; and

- b. We also have a right to recover the advanced payment.

4. The following Condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "private passenger type" "auto" is principally garaged;
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "private passenger type" "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot

provide the amounts required by that motor vehicle law;

- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording uninsured motorists coverage or Uninsured and Underinsured Motorists Coverage for a private passenger type auto issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
PRIVATE PASSENGER TYPE AUTOS ONLY**

For a covered "auto" licensed or principally garaged in Arkansas, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	\$ _____ Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury"	\$ _____ Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "x" is entered below:

If an "x" is entered in this box, only the definition of "uninsured motor vehicle" applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or the "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a** or **b** below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, this Paragraph **b** does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The named Insured and any "family members".
 - b. Anyone else "occupying" a covered "private passenger type" "auto" or a

temporary substitute for a covered "private passenger type" "auto". The covered "private passenger type" "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
 - a. An individual named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "private passenger type" "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "private passenger type" "auto" for Uninsured Motorists Coverage under this Coverage Form; or

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

- 4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
 - a. An individual Named insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "private passenger type" "auto" for Underinsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "private passenger type" "auto" for Underinsured Motorists Coverage under this Coverage Form.
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by you that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- 5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 6. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.
- 7. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "private passenger type" "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured And Underinsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured And Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and **Other Insurance—Primary And Excess Insurance Provisions** in the Truckers Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured do not own shall be excess over any other collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing by certified mail-return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- (1) Written documentation of monetary losses incurred, including copies of all medical bills;
- (2) Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- (3) Written confirmation from the insurer of the "underinsured

motor vehicle” of the Liability Coverage limits of the owner or operator of the “underinsured motor vehicle”.

However, this Paragraph c. does not apply if the “underinsured motor vehicle” is insured by us for Liability Coverage.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the “insured” recovers from another party, the “insured” shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if:

- a. The “underinsured motor vehicle” is insured by us for Liability Coverage; or
- b. The “underinsured motor vehicle” is not insured by us for Liability Coverage and we:

(1) Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an “insured” and the insurer of an “underinsured motor vehicle”; and

(2) Fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the “insured” is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following Condition is added:

ARBITRATION

- a. If we and an “insured” disagree whether the “insured” is legally entitled to recover damages from

the owner or driver of an “uninsured motor vehicle” or an “underinsured motor vehicle” or do not agree as to the amount of damages that are recoverable by that “insured”, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Arbitration will take place only if both we and the “insured” agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

- 1. “Private passenger type” means a private passenger or station wagon type “auto” and includes an “auto” of the pickup or van type if not used for business purposes.
- 2. “Family member” means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured’s household, including a ward or foster child.
- 3. “Occupying” means in, upon, getting in, on, out or off.
- 4. “Uninsured motor vehicle” means a land motor vehicle or “trailer”:
 - a. For which no liability bond or policy at the time of an “accident” provides at least the amounts required by the applicable law where a covered “private passenger type” “auto” is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "private passenger type" "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - (2) Owned by a governmental unit or agency; or
 - (3) Designed for use mainly off public roads while not on public roads.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which

the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording uninsured motorists coverage or Uninsured and Underinsured Motorists Coverage for a private passenger type auto issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS SPLIT UNDERINSURED MOTORISTS COVERAGE
LIMITS—PRIVATE PASSENGER TYPE AUTOS ONLY**

This endorsement modifies insurance provided under the following:

UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

"Bodily Injury"	\$	Each Person
	\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph 1. of OUR LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered "private passenger type" "auto", "insureds", claims made, premiums paid or vehicles involved in the "accident", the limit of insurance is as follows:
 - a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.
 - b. Subject to the limit for "each person", the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit shown in the Schedule for "each accident".

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording Split Underinsured Motorists Coverage Limits for private passenger type autos issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS SPLIT UNDERINSURED MOTORISTS COVERAGE
LIMITS—PRIVATE PASSENGER TYPE AUTOS ONLY**

This endorsement modifies insurance provided under the following:

UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:
Named Insured:

SCHEDULE

“Bodily Injury”	\$	Each Person
	\$	Each “Accident”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph 1. of OUR LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of covered “private passenger type” “auto”, “insureds”, claims made, premiums paid or vehicles involved in the “accident”, the limit of insurance is as follows:
 - a. The most we will pay for all damages resulting from “bodily injury” to any one person caused by any one “accident”, including all damages claimed by any person or organization for care loss of services or death resulting from the “bodily injury”, is the limit of “Bodily Injury” shown in the Schedule for each person.
 - b. Subject to the limit for “each person”, the most we will pay for all damages resulting from “bodily injury” caused by any one “accident” is the limit shown in the Schedule for “each accident”.

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Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording Split Underinsured Motorists Coverage Limits for private passenger type autos issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

Physical Damage Coverage is changed as follows:

A. Coverage Extensions under **Coverage** is replaced by the following:

Coverage Extensions

1. Transportation Expenses

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. Loss Of Use Expenses do not apply.

B. Exclusions is changed as follows:

1. Exclusion B.4. of the Business Auto Coverage Form and Exclusions **B.2.c., d., e. and f.** of the Truckers Coverage Form are replaced as follows:

We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to

elude or disrupt speed measurement equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions c. and d. do not apply to:

- a. equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. any other electronic equipment that is:
 - (1) necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) an integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

2. The following **Exclusion** is added:

We will not pay for "loss" to a covered "auto" arising out of or during its use for the transportation of any:

- a. explosive substance;
- b. flammable liquid; or
- c. similar hazardous materials

except transportation incidental to your ordinary household or farm activities.

C. Limits of Insurance is replaced by the following:

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" [but not to exceed \$25,000].

- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality [but not to exceed \$25,000].

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible is replaced by the following:

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Physical Damage Coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

NOTE: The matter in brackets may be deleted or the amount changed in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

Physical Damage Coverage is changed as follows:

A. Coverage Extensions under **Coverage** is replaced by the following:

Coverage Extensions

1. Transportation Expenses

We will pay up to \$15 per day to a maximum of \$450 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. Loss Of Use Expenses do not apply.

B. Exclusions is changed as follows:

1. Exclusion B.4. of the Business Auto Coverage Form and Exclusions **B.2.c., d., e. and f.** of the Truckers Coverage Form are replaced as follows:

We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to

elude or disrupt speed measurement equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions c. and d. do not apply to:

- a. equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. any other electronic equipment that is:
 - (1) necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) an integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

2. The following **Exclusion** is added:

We will not pay for "loss" to a covered "auto" arising out of or during its use for the transportation of any:

- a. explosive substance;
- b. flammable liquid; or
- c. similar hazardous materials

except transportation incidental to your ordinary household or farm activities.

C. Limits of Insurance is replaced by the following:

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" [but not to exceed \$25,000].

- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality [but not to exceed \$25,000].

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible is replaced by the following:

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Physical Damage Coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

NOTE: The matter in brackets may be deleted or the amount changed in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUT OF STATE COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	
Named Insured:	Countersigned by

(Authorized Representative)

CHANGES IN LIABILITY COVERAGE

COVERAGE EXTENSIONS is amended as follows:

The Out of State Coverage Extensions exception relating to the limit or limits specified by any law governing motor carriers of passengers or property does not apply when the covered "autos" are being operated in the Canadian province(s) of:

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording liability limits adequate to comply with the provisions of the financial responsibility law of the Canadian province(s) listed herein but applicable only while the motor vehicle is being operated in such province(s) in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUT OF STATE COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

CHANGES IN LIABILITY COVERAGE

COVERAGE EXTENSIONS is amended as follows:

The Out of State Coverage Extensions exception relating to the limit or limits specified by any law governing motor carriers of passengers or property does not apply when the covered "autos" are being operated in the Canadian province(s) of:

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording liability limits adequate to comply with the provisions of the financial responsibility law of the Canadian province(s) listed herein but applicable only while the motor vehicle is being operated in such province(s) in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS—CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

A. SECTION II—LIABILITY COVERAGE

Coverage Extensions under **Coverage** is changed as follows:

Coverage Extensions

The **Supplementary Payments** provision is replaced by the following:

Supplementary Payments

~~In addition to the Limit of Insurance, w~~We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. The Appraisal For Physical Damage Loss

Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

C. Changes In Conditions

Policy Period, Coverage Territory under **General Conditions** is replaced by the following:

General Conditions

Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage Territory.

The coverage territory is:

- a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of ~~an~~ the Arkansas Automobile Insurance Plan ~~or JUA~~.

~~Refer to Index for state(s) in which this form is applicable.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS—CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

A. SECTION II—LIABILITY COVERAGE

Coverage Extensions under **Coverage** is changed as follows:

Coverage Extensions

The **Supplementary Payments** provision is replaced by the following:

Supplementary Payments

We will pay for the “insured”:

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” against the “insured” we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the “insured” in any “suit” against the “insured” we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against the “insured” we defend, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. The Appraisal For Physical Damage Loss Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

C. Changes In Conditions

Policy Period, Coverage Territory under **General Conditions** is replaced by the following:

General Conditions

Policy Period, Coverage Territory

Under this Coverage Form, we cover “accidents” and “losses” occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage Territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS—CHANGES IN TRUCKERS COVERAGE FORM

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM
TRUCKERS DECLARATIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

A. Item Four—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums of the Truckers Declarations is changed as follows:

The definition of cost of hire for **Autos Used In Your Trucking Operations** is changed by adding the following:

The cost of hire does not include the total dollar amount of costs incurred by the insured for hire or lease of automobiles specifically described in the policy as owned automobiles for which the premium has been established on a specified car basis.

NOTE: The cost of hire shall be subject to a minimum amount equivalent to pro rata of \$60,000 per annum per automobile or combined tractor-trailer unit including driver for the number of days the vehicle or vehicles were hired.

B. The Appraisal For Physical Damage Loss Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Truckers Coverage Form issued in accordance with the provisions of ~~an~~ the Arkansas Automobile Insurance Plan ~~or JUA~~.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS—CHANGES IN TRUCKERS COVERAGE FORM

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM
TRUCKERS DECLARATIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

A. **Item Four—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums** of the **Truckers Declarations** is changed as follows:

The definition of cost of hire for **Autos Used In Your Trucking Operations** is changed by adding the following:

The cost of hire does not include the total dollar amount of costs incurred by the insured for hire or lease of automobiles specifically described in the policy as owned automobiles for which the premium has been established on a specified car basis.

NOTE: The cost of hire shall be subject to a minimum amount equivalent to pro rata of \$60,000 per annum per automobile or combined tractor-trailer unit including driver for the number of days the vehicle or vehicles were hired.

B. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Truckers Coverage Form issued in accordance with the provisions of the Arkansas Automobile Insurance Plan.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN TRUCKERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

The **Schedule of Hired or Borrowed Covered Auto Coverage and Premiums—Liability Coverage** of the **Truckers Endorsement** is changed as follows:

The definition of “cost of hire” in the **Schedule** is changed to read as follows:

“Cost of hire” means:

- a. the total dollar amount of costs incurred for the hire of automobiles (including trailers and semi-trailers), and if not included therein,
- b. the total remuneration of all operators and drivers helpers of hired automobiles whether hired with a driver or lessor or any “employee” of the lessee, or any other third party, and,

- c. the total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

The cost of hire does not include the total dollar amount of costs incurred by the insured for hire or lease of automobiles specifically described in the policy as owned automobiles for which the premium has been established on a specified car basis.

NOTE: The cost of hire shall be subject to a minimum amount equivalent to pro rata of \$60,000 per annum per automobile or combined tractor-trailer unit including driver for the number of days the vehicle or vehicles were hired.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Business Auto Coverage Form when the Truckers Endorsement is also attached thereto issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN TRUCKERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

The **Schedule of Hired or Borrowed Covered Auto Coverage and Premiums—Liability Coverage** of the **Truckers Endorsement** is changed as follows:

The definition of “cost of hire” in the **Schedule** is changed to read as follows:

“Cost of hire” means:

- a. the total dollar amount of costs incurred for the hire of automobiles (including trailers and semi-trailers), and if not included therein,
- b. the total remuneration of all operators and drivers helpers of hired automobiles whether hired with a driver or lessor or any “employee” of the lessee, or any other third party, and,

- c. the total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

The cost of hire does not include the total dollar amount of costs incurred by the insured for hire or lease of automobiles specifically described in the policy as owned automobiles for which the premium has been established on a specified car basis.

NOTE: The cost of hire shall be subject to a minimum amount equivalent to pro rata of \$60,000 per annum per automobile or combined tractor-trailer unit including driver for the number of days the vehicle or vehicles were hired.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Business Auto Coverage Form when the Truckers Endorsement is also attached thereto issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMIZING EQUIPMENT COVERAGE
(Stated Amount Insurance)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Vehicle	Description of Covered "Auto"					
1						
2						
3						
	Premium					
Coverages	Limit of Liability			Veh. 1	Veh. 2	Veh. 3
Coll.	\$	Less \$	Deductible	\$	\$	\$
Comp.	\$	Less \$	Deductible	\$	\$	\$

- A. This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations. It applies only to a covered "auto" described or designated in the Schedule or in the Declarations.
- B. We will pay for "loss" to custom furnishings or equipment including but not limited to:
 - 1. Special carpeting and insulation, furniture, bars or television receivers;
 - 2. Facilities for cooking and sleeping;
 - 3. Height-extending roofs;
 - 4. Custom murals, paintings, or other decals or graphics
 in or upon any pick-up or van.
- C. We will not pay under this endorsement, for:
 - 1. Equipment designed for the reproduction of sound;
 - 2. Tapes, records or other devices for use with equipment designed for the reproduction of sound;
 - 3. A camper body or a "trailer";
 - 4. "Loss" to:
 - a. TV antennas;
 - b. awnings or cabanas; or
 - c. equipment designed to create additional living facilities.
 - 5. "Loss" to any of the following or their accessories:
 - a. citizens band radio;
 - b. two-way mobile radio;
 - c. telephone; or
 - d. scanning monitor receiver.
- D. With respect to the coverages and vehicles shown in the Schedule or in the

Declarations, the PHYSICAL DAMAGE COVERAGE Limit of Insurance for "loss" to custom furnishings or equipment is replaced by the following:

LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the least of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";

2. The cost of repairing or replacing the damaged or stolen property; or
 3. The amount shown in the Schedule or in the Declarations.
- E. This insurance is subject to such EXCLUSIONS, CONDITIONS and other terms of the policy applicable to PHYSICAL DAMAGE COVERAGE which are not inconsistent herewith.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Customizing Equipment Coverage in accordance with the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMIZING EQUIPMENT COVERAGE
(Stated Amount Insurance)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

SCHEDULE

Vehicle	Description of Covered "Auto"					
1						
2						
3						
	Premium					
Coverages	Limit of Liability			Veh. 1	Veh. 2	Veh. 3
Coll.	\$	Less \$	Deductible	\$	\$	\$
Comp.	\$	Less \$	Deductible	\$	\$	\$

- A. This endorsement provides only those coverages where a premium is shown in the Schedule or in the Declarations. It applies only to a covered "auto" described or designated in the Schedule or in the Declarations.
- B. We will pay for "loss" to custom furnishings or equipment including but not limited to:
 - 1. Special carpeting and insulation, furniture, bars or television receivers;
 - 2. Facilities for cooking and sleeping;
 - 3. Height-extending roofs;
 - 4. Custom murals, paintings, or other decals or graphics
 in or upon any pick-up or van.
- C. We will not pay under this endorsement, for:
 - 1. Equipment designed for the reproduction of sound;
 - 2. Tapes, records or other devices for use with equipment designed for the reproduction of sound;
 - 3. A camper body or a "trailer";
 - 4. "Loss" to:
 - a. TV antennas;
 - b. awnings or cabanas; or
 - c. equipment designed to create additional living facilities.
 - 5. "Loss" to any of the following or their accessories:
 - a. citizens band radio;
 - b. two-way mobile radio;
 - c. telephone; or
 - d. scanning monitor receiver.
- D. With respect to the coverages and vehicles shown in the Schedule or in the

Declarations, the PHYSICAL DAMAGE COVERAGE Limit of Insurance for "loss" to custom furnishings or equipment is replaced by the following:

LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the least of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";

2. The cost of repairing or replacing the damaged or stolen property; or
 3. The amount shown in the Schedule or in the Declarations.
- E. This insurance is subject to such EXCLUSIONS, CONDITIONS and other terms of the policy applicable to PHYSICAL DAMAGE COVERAGE which are not inconsistent herewith.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Customizing Equipment Coverage in accordance with the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

“Bodily Injury” Liability	\$	Each Person
	\$	Each “Accident”
“Property Damage” Liability and “Covered Pollution Cost or Expense” Combined:	\$	Each “Accident”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Limit of Insurance** provision in **Section II—Liability Coverage** is replaced by the following:

Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the limit of insurance is as follows:

1. The most we will pay for all damages resulting from “bodily injury” to any one person caused by any one “accident”, including all damages claimed by any one person or organization for care, loss of services or death resulting from the “bodily injury”, is the limit of “Bodily Injury” Liability shown in the Schedule for each person.
2. Subject to the limit for each person, the most we will pay for all damages resulting from “bodily injury” caused by any one “accident” is the limit of “Bodily Injury” Liability shown in the Schedule for each “accident”.

3. The most we will pay for all damages and “covered pollution cost or expense” combined, resulting from the total of “property damage” caused by any one “accident” is the limit of “Property Damage” Liability and “Covered Pollution Cost or Expense” Combined shown in the Schedule.

All “bodily injury”, “property damage”, and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording split limit liability coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

SCHEDULE

“Bodily Injury” Liability	\$	Each Person
	\$	Each “Accident”
“Property Damage” Liability and “Covered Pollution Cost or Expense” Combined:	\$	Each “Accident”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Limit of Insurance** provision in **Section II—Liability Coverage** is replaced by the following:

Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the limit of insurance is as follows:

1. The most we will pay for all damages resulting from “bodily injury” to any one person caused by any one “accident”, including all damages claimed by any one person or organization for care, loss of services or death resulting from the “bodily injury”, is the limit of “Bodily Injury” Liability shown in the Schedule for each person.
2. Subject to the limit for each person, the most we will pay for all damages resulting from “bodily injury” caused by any one “accident” is the limit of “Bodily Injury” Liability shown in the Schedule for each “accident”.

3. The most we will pay for all damages and “covered pollution cost or expense” combined, resulting from the total of “property damage” caused by any one “accident” is the limit of “Property Damage” Liability and “Covered Pollution Cost or Expense” Combined shown in the Schedule.

All “bodily injury”, “property damage”, and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording split limit liability coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM LABOR CONTRACTORS—LIMITED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	
Named Insured:	Countersigned by

(Authorized Representative)

IN ACCORDANCE WITH PARAGRAPH "A" OF THIS ENDORSEMENT, PASSENGER HAZARD COVERAGE IS INCLUDED UNLESS INDICATED BELOW.

PASSENGER HAZARD EXCLUDED (PARAGRAPH "A" DOES NOT APPLY)

LIABILITY COVERAGE for a covered "auto" used in your operations to transport migrant agricultural workers is changed as follows:

- A. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion does not apply to "bodily injury" sustained by any migrant agricultural workers transported or employed by you.
- B. The CARE, CUSTODY OR CONTROL Exclusion does not apply to property of migrant workers or their families transported by you while such property is carried by the covered "auto".

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Copyright, Insurance Services Office, Inc., ~~1988~~, 1993

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy providing coverage for transportation of migrant agricultural workers where limits of liability of \$100,000 combined single limits for each seat in the auto have **not** been provided under the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM LABOR CONTRACTORS—LIMITED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

IN ACCORDANCE WITH PARAGRAPH "A" OF THIS ENDORSEMENT, PASSENGER HAZARD COVERAGE IS INCLUDED UNLESS INDICATED BELOW.

PASSENGER HAZARD EXCLUDED (PARAGRAPH "A" DOES NOT APPLY)

LIABILITY COVERAGE for a covered "auto" used in your operations to transport migrant agricultural workers is changed as follows:

- A. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion does not apply to "bodily injury" sustained by any migrant agricultural workers transported or employed by you.
- B. The CARE, CUSTODY OR CONTROL Exclusion does not apply to property of migrant workers or their families transported by you while such property is carried by the covered "auto".

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy providing coverage for transportation of migrant agricultural workers where limits of liability of \$100,000 combined single limits for each seat in the auto have **not** been provided under the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM LABOR CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	
Named Insured:	Countersigned by

(Authorized Representative)

LIABILITY COVERAGE for a covered "auto" used in your operations to transport migrant agricultural workers and registered with the Federal Government in accordance with the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C.A. Section 1801 et. seq. is changed as follows:

- A. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion does not apply to "bodily injury" sustained by any migrant agricultural workers transported or employed by you.
- B. The CARE, CUSTODY OR CONTROL Exclusion does not apply to property of migrant workers or their families transported by you while such property is carried by the covered "auto".
- C. LIABILITY COVERAGE may not be cancelled, suspended, or rescinded before the end of the policy period unless you or we give 30 days written notice to:
Office of Administrator of Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, D.C. 20210
The 30 day notice begins to run from the date notice is actually received.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy providing coverage for transportation of migrant agricultural workers where limits of liability of \$100,000 combined single limits for each seat in the auto have been provided under the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM LABOR CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

LIABILITY COVERAGE for a covered "auto" used in your operations to transport migrant agricultural workers and registered with the Federal Government in accordance with the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C.A. Section 1801 et. seq. is changed as follows:

- A. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion does not apply to "bodily injury" sustained by any migrant agricultural workers transported or employed by you.
- B. The CARE, CUSTODY OR CONTROL Exclusion does not apply to property of migrant workers or their families transported by you while such property is carried by the covered "auto".
- C. LIABILITY COVERAGE may not be cancelled, suspended, or rescinded before the end of the policy period unless you or we give 30 days written notice to:
Office of Administrator of Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, D.C. 20210
The 30 day notice begins to run from the date notice is actually received.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy providing coverage for transportation of migrant agricultural workers where limits of liability of \$100,000 combined single limits for each seat in the auto have been provided under the provisions of an Automobile Insurance Plan or J.U.A.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENTATIVE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	
Named Insured:	Countersigned by

(Authorized Representative)

CHANGES IN CONDITIONS

The following is added to the GENERAL CONDITIONS section:

TENTATIVE RATES AND PREMIUMS

This Coverage Form has been issued with tentative rates and premiums subject to change upon receipt of further underwriting information.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued prior to receipt of complete underwriting information in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENTATIVE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

CHANGES IN CONDITIONS

The following is added to the GENERAL CONDITIONS section:

TENTATIVE RATES AND PREMIUMS

This Coverage Form has been issued with tentative rates and premiums subject to change upon receipt of further underwriting information.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued prior to receipt of complete underwriting information in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GROSS RECEIPTS/COST OF HIRE
TENTATIVE RATES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

The Gross Receipt/Cost of Hire rate shown in this policy is tentative pending the results of our Test Audit. Based on our audit results, a different rate may apply to this policy. If it does, we will issue an endorsement to show the new rate and premium.

The Test Audit will be performed within the first 60 days of the policy. Failure to cooperate with the audit or to pay the additional premium due, if any, may result in the cancellation of your policy.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy, which has been rated on a gross receipts or cost of hire basis, issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GROSS RECEIPTS/COST OF HIRE
TENTATIVE RATES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

The Gross Receipt/Cost of Hire rate shown in this policy is tentative pending the results of our Test Audit. Based on our audit results, a different rate may apply to this policy. If it does, we will issue an endorsement to show the new rate and premium.

The Test Audit will be performed within the first 60 days of the policy. Failure to cooperate with the audit or to pay the additional premium due, if any, may result in the cancellation of your policy.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy, which has been rated on a gross receipts or cost of hire basis, issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COVERAGE FORMS – MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS

W

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

I

A. The **Operations** Exclusion under **Section II – Liability Coverage** of all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

9. Operations

"Bodily injury", "property damage" or "covered pollution cost or expense" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. The following is added to the definition of "Mobile equipment" in all coverage forms, except the Business Auto Physical Damage Coverage Form:

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

T

H

D

R

B. The **Definitions** Section is amended as follows:

1. The definition of "Auto" is replaced by the following:

"Auto" means:

- a. Any land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

A

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy providing coverage to mobile equipment that is subject to auto insurance laws in accordance with the provisions of an Automobile Insurance Plan or JUA.

W

N



SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" ~~Who Is An Insured~~ is changed to include as an "insured" the lessor named in the Schedule.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:



a. You;

 b. Any of your "employees" or agents; or

 c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

23. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy adding an additional insured—lessor issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	



Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D.** The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy adding an additional insured—lessor issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – EXCLUSION OF CERTAIN LEASED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage and any required no-fault insurance provided by the policy for a covered "auto" which is a "leased auto" does not apply with respect to "bodily injury" or "property damage" resulting from the acts or omissions by:

1. The lessee or rentee;

2. Any of the lessee's or rentee's "employees" or agents; or

3. Any person except you or your "employees" or agents operating a "leased auto" with the permission of any of the above.

~~However, if the lessee's or rentee's policy is cancelled, this exclusion will no longer apply to you or your "employees" or agents 30 days after the date of cancellation.~~

However, with respect to any "leased auto", if the lessee's or rentee's policy is cancelled, this exclusion will no longer apply to you or your "employees" or agents 30 days after the date of such cancellation.

B. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy adding an Additional Insured—Lessor issued in accordance with the provisions of an Automobile Insurance Plan or JUS.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASING OR RENTAL CONCERNS – EXCLUSION OF CERTAIN LEASED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Liability Coverage** and any required no-fault insurance provided by the policy for a covered "auto" which is a "leased auto" does not apply with respect to "bodily injury" or "property damage" resulting from the acts or omissions by:
1. The lessee or rentee;
 2. Any of the lessee's or rentee's "employees" or agents; or
 3. Any person except you or your "employees" or agents operating a "leased auto" with the permission of any of the above.

However, with respect to any "leased auto", if the lessee's or rentee's policy is cancelled, this exclusion will no longer apply to you or your "employees" or agents 30 days after the date of such cancellation.

B. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" you lease or rent to a lessee or rentee, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy adding an Additional Insured—Lessor issued in accordance with the provisions of an Automobile Insurance Plan or JUS.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 08 01-03 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>
<u>Countersignature Of Authorized Representative</u>
<u>Name:</u>
<u>Title:</u>
<u>Signature:</u>
<u>Date:</u>

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<u>Limit Of Insurance</u> \$	<u>Each "Accident"</u>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Uninsured Motorists Coverage	"Bodily Injury"	\$	Each "Accident"
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.

- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages that are imposed by a court of law to:

- a. Punish a wrongdoer; and

- b. Deter others from similar conduct.

6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

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E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

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(1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(2) Owned by a governmental unit or agency; or

(3) Designed for use mainly off public roads while not on public roads.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Uninsured Motorists Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Limit Of Insurance \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Uninsured Motorists Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.
3. Property contained in the covered "auto".
4. "Property damage" to any motor vehicle owned by you or any "family member" which is not a covered "auto".
5. The first \$200 of the amount of "property damage" to a covered "auto" as a result of any one "accident". However, this exclusion does not apply if:
 - a. Your covered "auto" is insured for collision coverage under this policy, and
 - b. The operator of the vehicle causing the "accident" has been positively identified and is solely at fault.
6. "Property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage – Property Damage shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible.
3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The Conditions are changed for Arkansas Uninsured Motorists Coverage – Property Damage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible "property damage" uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. Provide us with the name and address of the owner or driver of the "uninsured motor vehicle".
3. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

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ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

E. Additional Definitions

As used in this endorsement:

- 1. "Property damage" means injury to or destruction of a covered "auto", including its loss of use. ~~However, "property damage" does not include loss of use.~~
- 2. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability by the Arkansas Financial Responsibility Law; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.
 - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

 - a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Uninsured Motorists Coverage—Property Damage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Property Damage: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.

3. Property contained in the covered "auto".
4. "Property damage" to any motor vehicle owned by you or any "family member" which is not a covered "auto".
5. The first \$200 of the amount of "property damage" to a covered "auto" as a result of any one "accident". However, this exclusion does not apply if:
 - a. Your covered "auto" is insured for collision coverage under this policy, and
 - b. The operator of the vehicle causing the "accident" has been positively identified and is solely at fault.
6. "Property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage – Property Damage shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible.
3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The Conditions are changed for Arkansas Uninsured Motorists Coverage – Property Damage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible "property damage" uninsured motorists insurance.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought.
- b. Provide us with the name and address of the owner or driver of the "uninsured motor vehicle".

3. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto" including its loss of use.
2. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability by the Arkansas Financial Responsibility Law; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

- c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Uninsured Motorists Coverage—Property Damage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS PERSONAL INJURY PROTECTION

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arkansas, this endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>
<u>Countersignature Of Authorized Representative</u>
<u>Name:</u>
<u>Title:</u>
<u>Signature:</u>
<u>Date:</u>

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

Item 1. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" as indicated by entry in Item 2. Our limit of insurance for each coverage shall be as stated in this endorsement and subject to all its terms.

Coverages	Limit Of Insurance	Premium
Medical Expenses	\$ Each Person	\$
Work Loss	As Stated In The Limit Of Insurance	\$
Accidental Death Benefit	\$5,000 Per Eligible Injured Person	\$

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Item 2. Designation of Covered "Autos"

(a) Description of Covered "Auto" for which Medical Expenses applies:
 Any "auto" registered or principally garaged in Arkansas which is (check appropriate box):

An owned "auto" under the Coverage Form's Liability Coverage.
 Owned by you.
 A "private passenger auto" owned by you.

(b) Description of covered "autos" for which "Work Loss" applies:
 Any "private passenger auto" which is:
 Registered or principally garaged in Arkansas and is (check appropriate box):

An owned "auto" under the Coverage Form's Liability Coverage.
 Owned by you.

(c) Description of covered "autos" for which the Accidental Death Benefit applies:
 Any "private passenger auto" which is:
 Registered or principally garaged in Arkansas and is (check appropriate box):

An owned "auto" under the Coverage Form's Liability Coverage.
 Owned by you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

1. Medical Expenses

We will pay "medical expense" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

2. Work Loss

We will pay "work loss" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

3. Accidental Death Benefit

We will pay the amount stated in the schedule for the death of an "insured" resulting directly and independently of all other causes from "bodily injury" caused by "accident" and arising out of the maintenance or use of an "auto" as an "auto", if the death occurs within one year from the date of the "accident".

B. Who Is An Insured

1. The following are "insureds" for Medical Expenses:

- a. You.

- b. If you are an individual, any "family member".

- c. Any other person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

- d. Any other person while "occupying" an "auto" other than the covered "auto". The "bodily injury" must be caused by:

- (1) Your use of the "auto", or
- (2) That of a private chauffeur or domestic servant on your behalf, or
- (3) A "family member" provided the "auto" is a "private passenger auto" or trailer.

2. The following are "insureds" for Work Loss and Accidental Death Benefits:

- a. You.
- b. If you are an individual, any "family member".
- c. Any person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

C. Exclusions

1. We will not pay "medical expenses" for "bodily injury":

- a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable, under any workers' compensation law, employer's disability law or any similar law.
- b. Sustained by you while "occupying" any "auto" that is owned by you or is furnished or available for your regular use which is not a covered "auto".
- c. Sustained by any "family member" while "occupying" any "auto" owned by or regularly made available to either you or such "family member" which is not a covered "auto".
- d. Sustained by any person other than you or a "family member" while "occupying" any "auto" owned by or regularly made available to either you or any "family member" which is not a covered "auto".
- e. Sustained by any person while "occupying" the covered "auto" while used as a public or livery conveyance unless the use is stated in the declarations.
- f. Sustained by any person other than you or a "family member" while "occupying" any "auto" other than a covered "auto" while used as a public or livery conveyance.
- g. Sustained by any person, other than you or any "family member",
 - (1) While "occupying" any "auto" other than the covered "auto" arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing or parking "motor vehicles", or
 - (2) Arising out of the maintenance or use of any "auto" other than the covered "auto" or a motorcycle by such person conducting any other business or occupation unless the "bodily injury" is the result of the use or occupancy of a "private passenger auto" by you or your private chauffeur or domestic servant, or of a trailer used with the "private passenger auto" or covered "auto".
- h. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".

i. Sustained by any person while "occupying" any "auto" other than the covered "auto" unless the person has the expressed or implied consent of the owner to use the "auto".

j. Arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

~~Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.~~

k. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

2. We will not pay "work loss" or accidental death benefits for "bodily injury" or death:

a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable under any workers' compensation law, employers' disability law or similar law. However, this exclusion does not apply to Accidental Death Benefits.

b. Sustained by you while "occupying" any "private passenger auto" you own or is furnished or is available for your regular use, which is not a covered "auto".

c. Sustained by a "family member" while "occupying" any "private passenger auto", owned or furnished or available for your regular use or that of a "family member", which is not a covered "auto".

d. Sustained by any "family member", if the "family member" is entitled, as a named insured under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.

e. Sustained by any person other than you or a "family member" if the person is entitled, as a named insured or "family member" under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.

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f. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".

g. Arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

~~Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.~~

h. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Medical Expenses

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "medical expenses" to each person for all expenses incurred by or on behalf of each person who sustains "bodily injury" as a result of any one motor vehicle accident is the Limit of Insurance shown in the Schedule. However, with respect to "bodily injury" sustained by a pedestrian other than you or a "family member" through being struck by the covered "auto", the Limit of Insurance shall be the amount shown in the Schedule or \$5,000, whichever is less.

2. Work Loss

Regardless of the number of insureds, policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "work loss" is:

- a. With respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;
- b. With respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by the addition of the following:

a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

b. The "insured" or someone on his or her behalf must promptly give us:

(1) Written proof of claim, under oath if required;

(2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

(3) Such other information that will help us determine the amount due and payable.

2. The following **Transfer Of Rights Of Recovery Against Others To Us** Condition is applicable to **Medical Expense** and **Work Loss**:

If any person or organization to or for whom we make payment under the Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

3. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced for **Medical Expenses** by the following:

With respect to "bodily injury" sustained by a "family member" if such "family member" is entitled to coverage for "medical expenses" or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to the "family member" under another policy.

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With respect to "bodily injury" sustained by any person other than the named insured or a "family member", if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or "family member" under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to such person under another policy.

Except as provided in this section, if the "insured" is entitled to coverage for "medical expenses" under the terms of this or any other motor vehicle insurance policy against a loss covered under Medical Expenses, we shall not be liable under this Coverage Form for a greater proportion of such loss than the applicable Limit of Insurance that our Coverage Form bears to the total applicable Limit of Insurance of all such motor vehicle insurance.

No "insured" may recover duplicate "medical expense" benefits for the same elements of "loss".

4. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced for **Work Loss** and the **Accidental Death Benefit** by the following:

With respect to "bodily injury" sustained by any person other than the named insured or "family member", the coverage for **Work Loss** and the **Accidental Death Benefit** shall apply only as excess insurance over any other collectible insurance available to such person under another policy. We shall be liable under this Coverage Form only in the amount that this Coverage Form's limit of insurance exceeds the applicable limit of insurance of such other insurance.

If an "insured" who is a named insured or "family member" has other collectible insurance available under any other motor vehicle insurance policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limit of benefits. We shall not be liable for a greater proportion of any loss than the Limit of Insurance that our Coverage Form bears to the sum of the applicable Limits of Insurance of this insurance and such other insurance.

5. The following Conditions are added:

The following **Payment Of Benefits** Condition is applicable to **Medical Expenses** and **Work Loss**:

We may pay the "insured" or any person or organization rendering the services and such payment shall reduce the amount payable under this Coverage Form for such injury.

The following **Reimbursement And Trust** Condition is applicable to **Medical Expenses** and **Work Loss**:

If we make any payment to or on behalf of any "insured" under this coverage and the "insured" recovers any sums from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

COORDINATION AND NON-DUPLICATION

1. "Medical expense" benefits that are paid or payable under this or any other Coverage Form or Policy because of "bodily injury" to an "insured" shall not be duplicated under Uninsured Motorists Coverage.
2. Any automobile medical payments or automobile "medical expense" insurance provided under the Coverage Form with respect to an insured "auto" which is registered or principally garaged in Arkansas is replaced by the coverage provided under the Medical Expense part of this Coverage Form.

F. Additional Definitions

1. The definition of "auto" in the Definitions Section applies and includes:
 - a. An "auto" not owned by you that is used as a temporary substitute for a covered "auto" due to the covered "auto's" breakdown, repair, servicing, loss or destruction.
 - b. A trailer of a type used with a "private passenger auto" if it is not being used for business purposes with another type vehicle.

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However, "auto" does not include:

- a. A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads.
- b. A vehicle operated upon rails or crawler-treads, or
- c. A vehicle located for use as a residence or premises.

2. As used in this endorsement:

- a. "Medical Expense" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with the recognized religious method of healing, however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.
- b. "Pedestrian" means any person who is not "occupying" any vehicle other than a motorcycle or a vehicle operated by human or animal power.

- c. "Private passenger auto" means an "auto" which is a private passenger, station wagon or jeep type automobile.
- d. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- e. "Work Loss" means:
 - (1) With respect to an income earner, loss of income from work the "insured" would have earned had he or she not sustained "bodily injury", or
 - (2) With respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income but for his or her benefit or the benefit of his or her family had the "bodily injury" not been sustained.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Personal Injury Protection Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS PERSONAL INJURY PROTECTION

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arkansas, this endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Item 1. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" as indicated by entry in Item 2. Our limit of insurance for each coverage shall be as stated in this endorsement and subject to all its terms.

Coverages	Limit Of Insurance	Premium
Medical Expenses	\$ Each Person	\$
Work Loss	As Stated In The Limit Of Insurance	\$
Accidental Death Benefit	\$5,000 Per Eligible Injured Person	\$

Item 2. Designation of Covered "Autos"

<p>(a) Description of Covered "Auto" for which Medical Expenses applies: Any "auto" registered or principally garaged in Arkansas which is (check appropriate box):</p> <table border="0"><tr><td><input type="checkbox"/></td><td>An owned "auto" under the Coverage Form's Liability Coverage.</td></tr><tr><td><input type="checkbox"/></td><td>Owned by you.</td></tr><tr><td><input type="checkbox"/></td><td>A "private passenger auto" owned by you.</td></tr><tr><td><input type="checkbox"/></td><td>_____</td></tr></table> <p>(b) Description of covered "autos" for which "Work Loss" applies: Any "private passenger auto" which is: Registered or principally garaged in Arkansas and is (check appropriate box):</p> <table border="0"><tr><td><input type="checkbox"/></td><td>An owned "auto" under the Coverage Form's Liability Coverage.</td></tr><tr><td><input type="checkbox"/></td><td>Owned by you.</td></tr><tr><td><input type="checkbox"/></td><td>_____</td></tr></table> <p>(c) Description of covered "autos" for which the Accidental Death Benefit applies: Any "private passenger auto" which is: Registered or principally garaged in Arkansas and is (check appropriate box):</p> <table border="0"><tr><td><input type="checkbox"/></td><td>An owned "auto" under the Coverage Form's Liability Coverage.</td></tr><tr><td><input type="checkbox"/></td><td>Owned by you.</td></tr><tr><td><input type="checkbox"/></td><td>_____</td></tr></table>	<input type="checkbox"/>	An owned "auto" under the Coverage Form's Liability Coverage.	<input type="checkbox"/>	Owned by you.	<input type="checkbox"/>	A "private passenger auto" owned by you.	<input type="checkbox"/>	_____	<input type="checkbox"/>	An owned "auto" under the Coverage Form's Liability Coverage.	<input type="checkbox"/>	Owned by you.	<input type="checkbox"/>	_____	<input type="checkbox"/>	An owned "auto" under the Coverage Form's Liability Coverage.	<input type="checkbox"/>	Owned by you.	<input type="checkbox"/>	_____
<input type="checkbox"/>	An owned "auto" under the Coverage Form's Liability Coverage.																			
<input type="checkbox"/>	Owned by you.																			
<input type="checkbox"/>	A "private passenger auto" owned by you.																			
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.																				

A. Coverage

1. Medical Expenses

We will pay "medical expense" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

2. Work Loss

We will pay "work loss" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

3. Accidental Death Benefit

We will pay the amount stated in the schedule for the death of an "insured" resulting directly and independently of all other causes from "bodily injury" caused by "accident" and arising out of the maintenance or use of an "auto" as an "auto", if the death occurs within one year from the date of the "accident".

B. Who Is An Insured

1. The following are "insureds" for Medical Expenses:

- a. You.

- b. If you are an individual, any "family member".

- c. Any other person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

- d. Any other person while "occupying" an "auto" other than the covered "auto". The "bodily injury" must be caused by:

- (1) Your use of the "auto", or
- (2) That of a private chauffeur or domestic servant on your behalf, or
- (3) A "family member" provided the "auto" is a "private passenger auto" or trailer.

2. The following are "insureds" for Work Loss and Accidental Death Benefits:

- a. You.
- b. If you are an individual, any "family member".
- c. Any person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

C. Exclusions

1. We will not pay "medical expenses" for "bodily injury":
 - a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable, under any workers' compensation law, employer's disability law or any similar law.
 - b. Sustained by you while "occupying" any "auto" that is owned by you or is furnished or available for your regular use which is not a covered "auto".
 - c. Sustained by any "family member" while "occupying" any "auto" owned by or regularly made available to either you or such "family member" which is not a covered "auto".
 - d. Sustained by any person other than you or a "family member" while "occupying" any "auto" owned by or regularly made available to either you or any "family member" which is not a covered "auto".
 - e. Sustained by any person while "occupying" the covered "auto" while used as a public or livery conveyance unless the use is stated in the declarations.
 - f. Sustained by any person other than you or a "family member" while "occupying" any "auto" other than a covered "auto" while used as a public or livery conveyance.
 - g. Sustained by any person, other than you or any "family member",
 - (1) While "occupying" any "auto" other than the covered "auto" arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing or parking "motor vehicles", or
 - (2) Arising out of the maintenance or use of any "auto" other than the covered "auto" or a motorcycle by such person conducting any other business or occupation unless the "bodily injury" is the result of the use or occupancy of a "private passenger auto" by you or your private chauffeur or domestic servant, or of a trailer used with the "private passenger auto" or covered "auto".
 - h. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
 - i. Sustained by any person while "occupying" any "auto" other than the covered "auto" unless the person has the expressed or implied consent of the owner to use the "auto".
 - j. Arising directly or indirectly out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - k. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
2. We will not pay "work loss" or accidental death benefits for "bodily injury" or death:
 - a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable under any workers' compensation law, employers' disability law or similar law. However, this exclusion does not apply to Accidental Death Benefits.
 - b. Sustained by you while "occupying" any "private passenger auto" you own or is furnished or is available for your regular use, which is not a covered "auto".
 - c. Sustained by a "family member" while "occupying" any "private passenger auto", owned or furnished or available for your regular use or that of a "family member", which is not a covered "auto".
 - d. Sustained by any "family member", if the "family member" is entitled, as a named insured under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.
 - e. Sustained by any person other than you or a "family member" if the person is entitled, as a named insured or "family member" under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.

- f. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
- g. Arising directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- h. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. Limit Of Insurance

1. Medical Expenses

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "medical expenses" to each person for all expenses incurred by or on behalf of each person who sustains "bodily injury" as a result of any one motor vehicle accident is the Limit of Insurance shown in the Schedule. However, with respect to "bodily injury" sustained by a pedestrian other than you or a "family member" through being struck by the covered "auto", the Limit of Insurance shall be the amount shown in the Schedule or \$5,000, whichever is less.

2. Work Loss

Regardless of the number of insureds, policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "work loss" is:

- a. With respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;
- b. With respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss

is amended by the addition of the following:

- a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- b. The "insured" or someone on his or her behalf must promptly give us:
 - (1) Written proof of claim, under oath if required;
 - (2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (3) Such other information that will help us determine the amount due and payable.

2. The following **Transfer Of Rights Of Recovery Against Others To Us** Condition is applicable to **Medical Expense** and **Work Loss**:

If any person or organization to or for whom we make payment under the Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

3. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced for **Medical Expenses** by the following:

With respect to "bodily injury" sustained by a "family member" if such "family member" is entitled to coverage for "medical expenses" or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to the "family member" under another policy.

With respect to "bodily injury" sustained by any person other than the named insured or a "family member", if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or "family member" under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to such person under another policy.

Except as provided in this section, if the "insured" is entitled to coverage for "medical expenses" under the terms of this or any other motor vehicle insurance policy against a loss covered under Medical Expenses, we shall not be liable under this Coverage Form for a greater proportion of such loss than the applicable Limit of Insurance that our Coverage Form bears to the total applicable Limit of Insurance of all such motor vehicle insurance.

No "insured" may recover duplicate "medical expense" benefits for the same elements of "loss".

4. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is replaced for **Work Loss** and the **Accidental Death Benefit** by the following:

With respect to "bodily injury" sustained by any person other than the named insured or "family member", the coverage for **Work Loss** and the **Accidental Death Benefit** shall apply only as excess insurance over any other collectible insurance available to such person under another policy. We shall be liable under this Coverage Form only in the amount that this Coverage Form's limit of insurance exceeds the applicable limit of insurance of such other insurance.

If an "insured" who is a named insured or "family member" has other collectible insurance available under any other motor vehicle insurance policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limit of benefits. We shall not be liable for a greater proportion of any loss than the Limit of Insurance that our Coverage Form bears to the sum of the applicable Limits of Insurance of this insurance and such other insurance.

5. The following Conditions are added:

The following **Payment Of Benefits** Condition is applicable to **Medical Expenses** and **Work Loss**:

We may pay the "insured" or any person or organization rendering the services and such payment shall reduce the amount payable under this Coverage Form for such injury.

The following **Reimbursement And Trust** Condition is applicable to **Medical Expenses** and **Work Loss**:

If we make any payment to or on behalf of any "insured" under this coverage and the "insured" recovers any sums from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

COORDINATION AND NON-DUPLICATION

1. "Medical expense" benefits that are paid or payable under this or any other Coverage Form or Policy because of "bodily injury" to an "insured" shall not be duplicated under Uninsured Motorists Coverage.
2. Any automobile medical payments or automobile "medical expense" insurance provided under the Coverage Form with respect to an insured "auto" which is registered or principally garaged in Arkansas is replaced by the coverage provided under the Medical Expense part of this Coverage Form.

F. Additional Definitions

1. The definition of "auto" in the Definitions Section applies and includes:
 - a. An "auto" not owned by you that is used as a temporary substitute for a covered "auto" due to the covered "auto's" breakdown, repair, servicing, loss or destruction.
 - b. A trailer of a type used with a "private passenger auto" if it is not being used for business purposes with another type vehicle.

However, "auto" does not include:

- a. A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads.
 - b. A vehicle operated upon rails or crawler-treads, or
 - c. A vehicle located for use as a residence or premises.
2. As used in this endorsement:
- a. "Medical Expense" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with the recognized religious method of healing, however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.
 - b. "Pedestrian" means any person who is not "occupying" any vehicle other than a motorcycle or a vehicle operated by human or animal power.
 - c. "Private passenger auto" means an "auto" which is a private passenger, station wagon or jeep type automobile.
 - d. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
 - e. "Work Loss" means:
 - (1) With respect to an income earner, loss of income from work the "insured" would have earned had he or she not sustained "bodily injury", or
 - (2) With respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income but for his or her benefit or the benefit of his or her family had the "bodily injury" not been sustained.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Personal Injury Protection Coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTI-PURPOSE EQUIPMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement effective	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Description of Vehicles:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Under LIABILITY COVERAGE the vehicles described in the Schedule are "mobile equipment" and not "autos".

Instructions

The provisions of this endorsement must be attached to, incorporated in or overprinted upon every applicable policy affording coverage for Multi-Purpose Equipment issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**TRUCKERS – UNIFORM INTERMODAL INTERCHANGE
ENDORSEMENT FORM UIIE – 1**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>
<u>Endorsement Effective Date:</u>
<u>Countersignature Of Authorized Representative</u>
<u>Name:</u>
<u>Title:</u>
<u>Signature:</u>
<u>Date:</u>

<u>Endorsement Effective:</u>	<u>Countersigned By:</u>
<u>Named Insured:</u>	<u>(Authorized Representative)</u>

~~(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)~~

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant", under Section **F.4.** of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto, reading as follows:



F.4. Liability, Indemnity, And Insurance

4. Indemnity

a. Subject to the exceptions set forth in Sub-section (b) below, Motor Carrier agrees to defend, hold harmless, and fully indemnify the Indemnitees, (without regard to whether the Indemnitees' liability is vicarious, implied by law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, "suits", loss, damage or liability, for "bodily injury", death and/or "property damage", (including reasonable attorney fees and costs incurred in the defense against a claim or "suit", or incurred because of the wrongful failure to defend against a claim or "suit", or enforcement of this in enforcing Agreement)–Section F.4. (collectively, the "Damages"), arising out of or related to caused by or resulting from the Motor Carrier's Use or maintenance of the Equipment during an interchange Period; the performance of this Agreement; and/or presence on the Facility Operator's premises.

b. Exceptions

The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, "employees", vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, "employees", vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

- 1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such "bodily injury" or "property damage".

<input type="checkbox"/>	Single Limit "Bodily Injury" And "Property Damage" (Or the Equivalent)
\$	Each "Accident"

- 2. The company shall:
 - a. Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705 ~~7501 Greenway Center Drive, Suite 720, Greenbelt, Maryland 20770-6705~~, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
 - b. Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS – UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE – 1

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant", under Section **F.4.** of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

F.4. Indemnity

- a. Subject to the exceptions set forth in Sub-section **(b)** below, Motor Carrier agrees to defend, hold harmless, and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied by law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, "suits", loss, damage or liability, for "bodily injury", death and/or "property damage", including reasonable attorney fees and costs incurred in the defense against a claim or "suit", or incurred because of the wrongful failure to defend

against a claim or "suit", or in enforcing Section **F.4.** (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises.

b. Exceptions

The foregoing indemnity provision shall not apply to the extent Damages: **(i)** occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, "employees", vendors or third party invitees (excluding Indemnitor); or **(ii)** are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit **A**, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents,



"employees", vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

- 1. The limit of the company's liability under this policy for damages because of "bodily injury" and "property damage" arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such "bodily injury" or "property damage".

<input type="checkbox"/>	Single Limit "Bodily Injury" And "Property Damage" (Or the Equivalent)
\$	Each "Accident"

2. The company shall:

- a. Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
- b. Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO
CA 23 20 10-01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<u>Named Insured:</u>	
<u>Endorsement Effective Date:</u>	
Countersignature Of Authorized Representative	
<u>Name:</u>	
<u>Title:</u>	
<u>Signature:</u>	
<u>Date:</u>	
Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

For those covered "autos" used in your operations as a "trucker" the liability "cost of hire" provisions in the Declarations are replaced by the following:

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS – LIABILITY COVERAGE

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – AUTOS USED IN YOUR TRUCKING OPERATIONS

Estimated Cost Of Hire	Rate Per Each \$100 Cost Of Hire	Total Estimated Premium
\$	\$	\$

PHYSICAL DAMAGE COVERAGE

The **Physical Damage Coverage** Exclusion in Paragraph **C.** of this endorsement is removed for each of the following coverages indicated by an "x" in the box.

<input type="checkbox"/>	COMPREHENSIVE
<input type="checkbox"/>	SPECIFIED CAUSES OF LOSS
<input type="checkbox"/>	COLLISION

For any operations you engage in as a "trucker" the policy is changed as follows:

A. Who Is An Insured under Liability Coverage is replaced by the following:

1. Who Is An Insured

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
 - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while they are working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company) for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker", or his or her agents or "employees", other than you and your "employees":
 - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "trucker's" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

B. The following Trailer Interchange Coverage Provisions are added:

1. Coverage

- a. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment. The "trailer" must be in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession.
- b. We will pay for "loss" to the "trailer" under:

(1) Comprehensive Coverage

From any cause except:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

(3) Collision Coverage

Caused by:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

- c. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

d. Coverage Extensions

The following applies as Supplementary Payments. ~~In addition to the Limit of Insurance, we~~ We will pay for you:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

- (3) All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

2. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- b. We will not pay for loss of use.

c. Other Exclusions

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

3. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a. The actual cash value of the damaged or stolen property at the time of the "loss".
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. The Limit of Insurance shown in the Schedule.

C. Physical Damage Coverage is changed by adding the following exclusion:

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

D. The Other Insurance Condition is replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:
 - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".

- (2) Excess if the power unit is not a covered "auto".

- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

E. Additional Definitions

As used in this endorsement:

- 1. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- 2. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- 3. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon the Business Auto Policy when affording truckers coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

For those covered "autos" used in your operations as a "trucker" the liability "cost of hire" provisions in the Declarations are replaced by the following:

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS – LIABILITY COVERAGE

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – AUTOS USED IN YOUR TRUCKING OPERATIONS

Estimated Cost Of Hire	Rate Per Each \$100 Cost Of Hire	Total Estimated Premium
\$	\$	\$

"Cost of hire" means the total cost you incur for the hire of "autos" you don't own (not including "private passenger type autos" you borrow or rent from members of your household, your partners, "employees" or agents or members of their households).

The following provisions apply to those covered "autos" used in your operations as a "trucker" if Gross Receipts is used as a premium basis:

SCHEDULE FOR GROSS RECEIPTS RATING BASIS – LIABILITY COVERAGE

Estimated Yearly Gross Receipts:	
Rates (Per \$100 Of Gross Receipts)	
Liability Coverage	\$
Auto Medical Payments	\$
Premiums	
Liability Coverage	\$
Auto Medical Payments	\$
Total Premiums	\$
Minimum Premiums	\$

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. Gross Receipts includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
2. Advertising Revenue.
3. Taxes which you collect as a separate item and remit directly to a governmental division.
4. C.O.D. collections for cost of mail or merchandise including collection fees.
5. Warehouse storage fees.

SCHEDULE OF TRAILER INTERCHANGE COVERAGE

Coverages	Limit Of Insurance	Daily Rate	Estimated Premium
Comprehensive	Actual Cash Value, Cost Of Repair Or \$ Whichever Is Less	\$	\$
Specified Causes Of Loss	Actual Cash Value, Cost Of Repair Or \$ \$ Whichever Is Less Minus Deductible For Each Trailer For Loss Caused By Mischief Or Vandalism	\$	\$
Collision	Actual Cash Value, Cost Of Repair Or \$ \$ Whichever Is Less Minus Deductible For Each Trailer	\$	\$
Total Premium			\$

PHYSICAL DAMAGE COVERAGE

The **Physical Damage Coverage** Exclusion in Paragraph **C.** of this endorsement is removed for each of the following coverages indicated by an "x" in the box.

<input type="checkbox"/>	COMPREHENSIVE
<input type="checkbox"/>	SPECIFIED CAUSES OF LOSS
<input type="checkbox"/>	COLLISION

For any operations you engage in as a "trucker" the policy is changed as follows:

A. Who Is An Insured under Liability Coverage is replaced by the following:

1. Who Is An Insured

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
 - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while they are working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company) for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker", or his or her agents or "employees", other than you and your "employees":
 - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "trucker's" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

B. The following Trailer Interchange Coverage Provisions are added:

1. Coverage

- a. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment. The "trailer" must be in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession.
- b. We will pay for "loss" to the "trailer" under:

(1) Comprehensive Coverage

From any cause except:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

(3) Collision Coverage

Caused by:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

- c. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

d. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

- (3) All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

2. Exclusions

- a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- b. We will not pay for loss of use.

c. Other Exclusions

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

3. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a. The actual cash value of the damaged or stolen property at the time of the "loss".
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. The Limit of Insurance shown in the Schedule.

C. Physical Damage Coverage is changed by adding the following exclusion:

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

D. The Other Insurance Condition is replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:
 - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".

- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

E. Additional Definitions

As used in this endorsement:

- 1. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- 2. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- 3. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon the Business Auto Policy when affording truckers coverage in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:~~caused by declared or undeclared war or insurrection or any of their consequences.~~
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Auto Medical Payments Coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state (s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording Auto Medical Payments Coverage issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state (s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
~~GARAGE COVERAGE FORM~~
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Liability Coverage:

a. The following is added to **Who Is An Insured**:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph **2.b.** of this endorsement.

b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

B. Changes In Physical Damage

PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy when affording coverage for an individual named insured issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Liability Coverage:

a. The following is added to **Who Is An Insured**:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph 2.b. of this endorsement.

b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto" other than an "auto" of the "private passenger type" used by you or any of your "family members" while working in any other business or occupation.

c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), does not apply to any covered "auto" of the "private passenger type".

d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

B. Changes In Physical Damage

PERSONAL AUTO COVERAGE

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pick-up or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pick-up, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy when affording coverage for an individual named insured issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO,
MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority —demanding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

~~that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".~~

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording pollution liability—broadened coverage for covered autos issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording pollution liability—broadened coverage for covered autos issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

BUSINESS AUTO DECLARATIONS

COMPANY NAME AREA	PRODUCER NAME AREA
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ITEM ONE

Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	At 12:01 A.M. Standard Time at your mailing address.
Previous Policy Number:	

Form Of Business:

Corporation
Partnership

Limited Liability Company
Other:

Individual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium For Endorsements:	\$
Estimated Total Premium:	\$
(This policy may be subject to final audit.)	

Premium shown is payable at inception:	\$
Audit Period (If Applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York)

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed "Autos".	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below To The Right As Interests May Appear At the Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$		Per Disablement		\$	

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named <u>Below To The Right</u> As Interests May Appear At the Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$ Per Disablement		\$			

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:	Original Cost New			\$			
	Actual Cost New (N) Or Used (U)			\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below To The Right As Interests May Appear At the Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$		Per Disablement		\$	

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Total Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Rating Basis, Cost Of Hire				
State	Estimated Cost Of Hire For Each State	Rate Per Each \$100 Cost Of Hire	Factor (If Liability Coverage Is Primary)	Premium
	\$	\$		\$
Total Premium				\$
Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)				
State	<u>Estimated Number Of Days Equipment Will Be Rented</u>	<u>Base Premium</u>	<u>Factor</u>	<u>Premium</u>
		\$		\$
Total Premium				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverage

Coverages	Limit Of Insurance (The Most We Will Pay Deductible)		
	Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.	
Estimated Annual Cost Of Hire		Rate Per Each \$100 Annual Cost Of Hire	Premium
\$		\$	\$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$

Total Premium:	\$
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ITEM FIVE

Schedule For Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than A Social Service Agency:	Number Of Employees		\$
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$
	Number Of Partners		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers		\$
Total Premiums			\$

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns (Cont'd)

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Total Premiums	
Minimum Liability	\$
Minimum Auto Medical Payments	\$
Minimum Medical Expense Benefits (VA Only)	\$
Minimum Income Loss Benefits (VA Only)	\$
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

<u>Location Number</u>	<u>Address</u>

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

BUSINESS AUTO DECLARATIONS

COMPANY NAME AREA	PRODUCER NAME AREA
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ITEM ONE

Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	At 12:01 A.M. Standard Time at your mailing address.
Previous Policy Number:	

Form Of Business:

Corporation
Partnership

Limited Liability Company
Other:

Individual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$
Audit Period (If Applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (Not applicable in New York)

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed "Autos".	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$		Per Disablement		\$	

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit			Premium		
Liability		\$			\$		
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
Auto Medical Payments		\$			\$		
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive		Stated In Item Two Minus \$ Deductible Shown			\$		
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown			\$		
Collision		Stated In Item Two Minus \$ Deductible Shown			\$		
Towing And Labor		\$ Per Disablement			\$		

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit			Premium		
Liability		\$			\$		
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
Auto Medical Payments		\$			\$		
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive		Stated In Item Two Minus \$ Deductible Shown			\$		
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown			\$		
Collision		Stated In Item Two Minus \$ Deductible Shown			\$		
Towing And Labor		\$ Per Disablement			\$		

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Total Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Rating Basis, Cost Of Hire				
State	Estimated Cost Of Hire For Each State	Rate Per Each \$100 Cost Of Hire	Factor (If Liability Coverage Is Primary)	Premium
	\$	\$		\$
Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)				
State	Estimated Number Of Days Equipment Will Be Rented	Base Premium	Factor	Premium
		\$		\$
Total Premium				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverage

Coverages	Limit Of Insurance		
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$

Total Premium:	\$
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ITEM FIVE

Schedule For Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$
	Number Of Partners		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers		\$
Total Premiums			\$

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns (Cont'd)

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Total Premiums	
Minimum Liability	\$
Minimum Auto Medical Payments	\$
Minimum Medical Expense Benefits (VA Only)	\$
Minimum Income Loss Benefits (VA Only)	\$
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

Location Number	Address

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Truckers Coverage Form shows which autos are covered autos.)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		\$	\$
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ DED.	\$
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	\$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ DED. FOR EACH ACCIDENT.	\$
AUTO MEDICAL PAYMENTS		\$	\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VIRGINIA ONLY)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT	
UNINSURED MOTORISTS		\$	\$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	\$
TRAILER INTERCHANGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE, COST OF REPAIR, OR \$ WHICHEVER IS LESS.	\$
TRAILER INTERCHANGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE, COST OF REPAIR, OR \$ WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$
TRAILER INTERCHANGE COLLISION COVERAGE		ACTUAL CASH VALUE, COST OF REPAIR, OR \$ WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ For Each Disablement Of A Private Passenger "Auto".	\$
			\$
		PREMIUM FOR ENDORSEMENTS	\$
		*ESTIMATED TOTAL PREMIUM	\$

*This policy may be subject to final audit.

POLICY NUMBER: _____

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				PURCHASED			TERRITORY
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Original Cost New	Actual Cost & NEW (N) USED (U)		Town & State Where The Covered Auto Will Be Principally Garaged
1					\$	\$		
2					\$	\$		
3					\$	\$		
4					\$	\$		
5					\$	\$		
Covered Auto No.	CLASSIFICATION							
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
Liab.					Phy. Dam.			
1								
2								
3								
4								
5								

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		AUTO MEDICAL PAYMENTS	
	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In P.P.I. End. Minus Deductible Shown Below	Premium	Limit	Premium
1	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$	\$		\$		\$

Covered Auto No.	COVERAGES--PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)			
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)	
	Limit	Premium	Limit Stated In Each Medical Expense And Income Loss Endorsement For Each Person	Premium
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
Total Premium		\$		\$

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$	\$
Total Premium		\$		\$		\$		\$

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – AUTOS USED IN YOUR TRUCKING OPERATIONS				
ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE		TOTAL ESTIMATED PREMIUM	
\$	\$		\$	
LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – AUTOS NOT USED IN YOUR TRUCKING OPERATIONS				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage is Primary)	PREMIUM
	\$	\$	\$	\$
TOTAL PREMIUM				\$
<u>Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)</u>				
<u>State</u>	<u>Estimated Number Of Days Equipment Will Be Rented</u>	<u>Base Premium</u>	<u>Factor</u>	<u>Premium</u>
		\$		\$
Total Premium				\$

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$	\$	\$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	\$	\$	\$
TOTAL PREMIUM				\$

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes trailers and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- (c) The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

POLICY NUMBER: _____

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

RATING BASIS	NUMBER	PREMIUM
Number Of Employees		\$
Number Of Partners		\$
TOTAL		\$

ITEM SIX

TRAILER INTERCHANGE COVERAGE

COVERAGES	LIMIT OF INSURANCE	DAILY RATE	ESTIMATED PREMIUM
COMPREHENSIVE	STATED IN ITEM TWO	\$	\$
SPECIFIED CAUSES OF LOSS		\$	\$
COLLISION		\$	\$
TOTAL PREMIUM			\$

ITEM SEVEN

SCHEDULE FOR GROSS RECEIPTS RATING BASIS – LIABILITY COVERAGE

ESTIMATE D YEARLY Gross Receipts	RATES				PREMIUMS			
	Per \$100 of Gross Receipts				LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA Only)
	LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA Only)				
\$	\$	\$	\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL PREMIUMS					\$	\$	\$	\$
MINIMUM PREMIUMS					\$	\$	\$	\$

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.

TRUCKERS DECLARATIONS

COMPANY NAME AREA	PRODUCER NAME AREA
--------------------------	---------------------------

ITEM ONE

Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	At 12:01 A.M. Standard Time at your mailing address
Previous Policy Number:	

Form Of Business:

Corporation
Partnership

Limited Liability Company
Other:

Individual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$
Audit Period (If Applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Truckers Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Trailer Interchange Comprehensive Coverage		Actual Cash Value, Cost Of Repair, Or \$ Whichever Is Less.	\$
Trailer Interchange Specified Causes Of Loss Coverage		Actual Cash Value, Cost Of Repair, Or \$ Whichever Is Less, \$ Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	\$
Trailer Interchange Collision Coverage		Actual Cash Value, Cost Of Repair, Or \$ Whichever Is Less, \$ Minus Deductible For Each Covered Auto.	\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No De- ductible Applies To Loss Caused By Fire Or Lightning.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.	\$
Physical Damage Towing And Labor		\$ For Each Disable- ment Of A Private Passenger Auto.	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit			Premium		
Liability		\$			\$		
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
Auto Medical Payments		\$			\$		
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive		Stated In Item Two Minus \$ Deductible Shown			\$		
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown			\$		
Collision		Stated In Item Two Minus \$ Deductible Shown			\$		

Towing And Labor	\$	Per Disablement	\$
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ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit			Premium		
Liability		\$			\$		
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
Auto Medical Payments		\$			\$		
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive		Stated In Item Two Minus \$ Deductible Shown			\$		
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown			\$		
Collision		Stated In Item Two Minus			\$		

	\$	Deductible Shown	
Towing And Labor	\$	Per Disablement	\$

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages	Limit			Premium			
Liability	\$			\$			
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$			
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement			\$			
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$			
Auto Medical Payments	\$			\$			
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$			
Comprehensive	Stated In Item Two Minus \$ Deductible Shown			\$			
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible Shown			\$			

Collision	Stated In Item Two Minus \$	Deductible Shown	\$
Towing And Labor	\$	Per Disablement	\$

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Total Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Liability Coverage – Rating Basis, Cost Of Hire – Autos Used In Your Trucking Operations				
Estimated Cost Of Hire		Rate Per Each \$100 Cost Of Hire		Total Estimated Premium
\$		\$		\$
Liability Coverage – Rating Basis, Cost Of Hire – Autos Not Used In Your Trucking Operations				
State	Estimated Cost Of Hire For Each State	Rate Per Each \$100 Cost Of Hire	Factor (If Liability Coverage Is Primary)	Premium
	\$	\$		\$
Total Premium				\$
Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)				
State	Estimated Number Of Days Equipment Will Be Rented	Base Premium	Factor	Premium
		\$		\$
Total Premium				\$

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes trailers and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- (c) The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

Physical Damage Coverage

Coverages	Limit Of Insurance		
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$

Total Premium:	\$
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ITEM FIVE

Schedule For Non-Ownership Liability

Rating Basis	Number	Premium
Number Of Employees		\$
Number Of Partners		\$
Total Premiums		\$

ITEM SIX

Trailer Interchange Coverage

Coverages	Limit Of Insurance	Daily Rate	Estimated Premium
Comprehensive	Stated In Item Two	\$	\$
Specified Causes Of Loss		\$	\$
Collision		\$	\$
Total Premium			\$

ITEM SEVEN

Schedule For Gross Receipts Rating Basis – Liability Coverage

Location No:	
Estimated Yearly:	
Rates (Gross Receipts/Per \$100)	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$
Premiums	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

Location No:	
Estimated Yearly:	
Rates (Gross Receipts/Per \$100)	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$
Premiums	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

ITEM SEVEN

Schedule For Gross Receipts Rating Basis – Liability Coverage (Cont'd)

Location No:	
Estimated Yearly:	
Rates (Gross Receipts/Per \$100)	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$
Premiums	
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

Total Premiums	
Minimum Liability	\$
Minimum Auto Medical Payments	\$
Minimum Medical Expense Benefits (VA Only)	\$
Minimum Income Loss Benefits (VA Only)	\$
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. Gross Receipts includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.

**COMMERCIAL APPLICATION
ARKANSAS AUTOMOBILE INSURANCE PLAN**

NOTICE: PRODUCER MUST READ THIS STATEMENT BEFORE PROCEEDING

Applicants requiring filings or a limit of liability in excess of \$500,000 Combined Single Limits will be subject to a 15 day delay in the effective date as specified in Section 23 of the Arkansas Automobile Insurance Plan.

SECTION 1. PRODUCER OF RECORD

Producer Last Name/Agency Name		Producer First Name			MI
Mailing Address		Ste./Apt. No.	City	State	Zip Code
Tax ID or Social Security No.	Producer License No.	Telephone No. (incl. area code)		Fax No. (incl. area code)	

SECTION 2. APPLICANT

Last Name		First Name			MI
DBA				Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Telephone No. (incl. area code)	Business Telephone No. (incl. area code)		Tax ID or Social Security No.		
Street Address		Ste./Apt. No.	City	State	Zip Code
Headquarters Street Address (if different from above)		Ste./Apt. No.	City	State	Zip Code
Business of Applicant/Nature of Operation					

SECTION 3. OWNERSHIP AND CONTROL OF APPLICANT'S ORGANIZATION

Named insured is a: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____		State of Incorporation	Date of Incorporation	Date actual operations commenced	
Management, Ownership and Control (List names of principals and also anyone with more than a 10% ownership interest.)					
President			Date in Position	Percent Ownership	
Vice President					
Secretary					
Treasurer					
General Manager					
Others					
List all affiliated companies					

Staple check here:
➔

Send original, signed application, with check/money order and required attachments to:

Arkansas Automobile Insurance Plan
302 Central Avenue
Johnston, RI 02919

SECTION 4. OPERATOR INFORMATION				(List all full-time, part-time, and all other operators that usually drive a vehicle.)		TOTAL OPERATORS
Last Name	First Name	MI	Birth Date Mo./Day/Yr.	Driver's License No.	State	

For applicants with more than four operators, all additional operators must be listed on an AIP 3502 Supplemental Operator Schedule and mailed with the original application to the Plan.

SECTION 5. ACCIDENTS

Has applicant, or anyone who usually drives the applicant's vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past THIRTY-SIX months? Yes No If "Yes", complete the following.

Name of Operator	Accident Date Mo./Day/Yr.	Accident Codes*	Place of Accident		Bodily Injury or Death	Prop. Damage (incl. your own) Amount	Penalty Points
			City	State			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

*Accident Codes

1. Applicant's motor vehicle lawfully parked.
2. Damaged by "Hit and Run" driver and accident reported to police within 24 hours from time of accident.
3. Applicant reimbursed by or on behalf of person responsible for the accident or has judgement against such person.
4. Other person involved in accident was convicted. Applicant or operator was not convicted.
5. Police or Fire Department or First Aid Squad responding to an emergency call.
6. Other type of accident - non-chargeable under provisions of the Plan. Describe accident in space provided.

SECTION 6. CONVICTIONS

Has the applicant or anyone who usually drives the applicant's vehicle(s) been **CONVICTED or FORFEITED BAIL** at any time during the immediately preceding THIRTY-SIX months? Convicted Yes No Forfeited Bail Yes No If "Yes", for either item, complete the following. NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Date of Conviction or bail forfeiture Mo./Day/Yr.	Did Conviction Arise as a Result of an Accident?	Nature of Conviction	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 7. COMMODITIES TRANSPORTED

Identify any hazardous materials, waste or substances being hauled.

Identify radius of operations.

Identify routes - fixed and occasional (both outgoing and return).

Trips From Place of Origin To Place of Destination	% of Revenues	No. Per Month	Principal Cities entered	Commodities Carried

SECTION 8. GROSS RECEIPTS		(Required for Motor Carriers of Property or Passengers)				
Gross Receipts		Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Other than Truckers		\$	\$	\$	\$	\$
Truckers excluding receipts from trip leased equipment		\$	\$	\$	\$	\$

SECTION 9. VEHICLE INFORMATION AND USE		For long distance, list cities in which vehicles operate.					TOTAL VEHICLES	
Veh. No.	Year	Vehicle Identification No.	Load Capacity (2)	Type of Registration	Gross Vehicle Weight (GVW) Trucks only	Purpose of Use (P or B) (S-R-C)	Seating Capacity	Loss Payee Name
	Trade Name/ Model No.	Garage Location (Town/State)	State of Registration	Rating Classification	Gross Comb. Weight (GCW) Trucks-Tractors only	Bus. Rad. (L-LD)	Tank Capacity	Loss Payee Address
	Type (1)	Name of Registered Owner of Vehicle	Rating Territory (3)	Orig. Cost new (4) or Rating Symbol	Size (L-M-H-EH)	Spec. Industry (M-T-FD-SD-WD-F-D-O)	Final Rating	Loss Payee City, State, Zip Code
Where vehicle is permitted to operate				List all cities through and in which vehicles operate				
Veh. 1								
Veh. 2								
Veh. 3								
Veh. 4								
Veh. 5								

(1) Type – Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA
(2) Truck-Type vehicles with Private Passenger or Combination registration and load capacities of 1500 pounds or less are eligible for Basic Reparatons Benefits coverage.
(3) For public automobiles, use the highest rated territory where the vehicles pick up or discharge passengers. (4) Chassis and Body including Special Equipment.

For applicants with more than five vehicles, all additional vehicles must be listed on a Supplemental Vehicle Schedule and mailed with the original application to the Plan.

SECTION 10.a. COVERAGES AND PREMIUMS		(As provided by the Rules of the Plan.)				
All vehicles written under the same policy shall have the same Limits of Liability. Check appropriate boxes to indicate limits/deductibles		Vehicle 1 Est. Prem.	Vehicle 2 Est. Prem.	Vehicle 3 Est. Prem.	Vehicle 4 Est. Prem.	Vehicle 5 Est. Prem.
Liability - Combined Single Limits <input type="checkbox"/> \$75,000 <input type="checkbox"/> Other required limits* _____ *Limits in excess of \$75,000 may be purchased only if required by law. Refer to the Plan of Operation and Plan Manual of Rules and Rates.						
Uninsured Motorist Bodily Injury Coverage (Optional) <input type="checkbox"/> None* <input type="checkbox"/> Limits _____ *If "none" is checked, please complete and sign the following: I have been offered Uninsured Motorist Bodily Injury Coverage with limits up to my automobile bodily injury limits. <input type="checkbox"/> I reject such coverage** <input type="checkbox"/> I reject maximum limits X _____ (Applicant's Signature)						
Uninsured Motorist Property Damage Coverage (Optional) <input type="checkbox"/> None* <input type="checkbox"/> \$25,000/50,000 *If "none" is checked, please sign the following: I have been offered Uninsured Motorist Property Damage Coverage (which is only available when UMBI coverage is elected), with limits of liability of \$25,000 and I reject such coverage**.						
X _____ (Applicant's Signature)						
Underinsured Motorist Bodily Injury Coverage (Optional) <input type="checkbox"/> None* <input type="checkbox"/> Limits _____ *If "none" is checked, please sign the following: I have been offered Underinsured Motorist Bodily Injury Coverage (which is only available for Private Passenger vehicles when UMBI coverage is elected), with limits of liability equal to UMBI limits and I reject such coverage**.						
X _____ (Applicant's Signature)						
Medical Payments Coverage <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,000						
Freedom of Choice No-Fault Insurance: Medical Benefits Coverage <input type="checkbox"/> I elect such coverage <input type="checkbox"/> I reject such coverage** Income Disability Benefits <input type="checkbox"/> I elect such coverage <input type="checkbox"/> I reject such coverage** Accidental Death Benefits <input type="checkbox"/> I elect such coverage <input type="checkbox"/> I reject such coverage**						
X _____ (Applicant's Signature)						
Physical Damage* - Comprehensive (including Collision) Deductibles \$100 \$250 \$500 Veh. 1 _____ Veh. 2 _____ Veh. 3 _____ Veh. 4 _____ Veh. 5 _____ *For light commercial trucks only						
Pollution Liability						
Estimated Total Premium per vehicle		\$	\$	\$	\$	\$
Total Estimated Premium for vehicles 1 - 5						
Total Estimated Premium for supplemental vehicles						
Total Estimated Premium for all vehicles						
Nonowned Auto Liability – (Complete Section 10.b. if requested)						
Hired Auto Coverage – (Complete Section 10.c. if requested)						
Drive Other Car Coverage (Complete Section 10.d. if requested) Number of individuals to be covered: _____ <input type="checkbox"/> \$75,000 <input type="checkbox"/> Other _____ (as required by law)						
Registration Plates Not Issued for a Specific Auto - Number of sets of plates: _____						
Partnership as the Named Insured Non-Ownership Liability Number of active and inactive partners: _____						
Total Estimated Premium for all vehicles and all coverages						\$
** I understand and agree that any rejection of the above coverages shall apply to this policy and to any renewal, reinstatement, substitute, amended, or replacement policy until I request such coverage or coverages in writing. X _____ (Applicant's Signature/Date)						

SECTION 10.b. NONOWNED AUTO LIABILITY				
Are any other vehicles owned by the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" complete the following.		Are any vehicles hauling exclusively for one firm/carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete the following.		
Name of Insurance Company		Policy No.	Name of Firm/Carrier	
Address of Insurance Company		Type of Business		
Description of any owned, leased, hired, and non-owned vehicles which are <i>not</i> to be insured.				
Year	Trade Make	Body Type	Vehicle Identification No.	
Total No. Employees	What % of the applicant's employees operate their vehicles in the business?		FAST FOOD DELIVERY ONLY ⇌	Average No. Drivers
SECTION 10.c. HIRED AUTO COVERAGE				
<input type="checkbox"/> Check here if desired.	Estimated Annual Cost of Hire	Rates Per \$100		Estimated Premium
		B.I.	P.D.	B.I. P.D.
SECTION 10.d. DRIVE OTHER CAR COVERAGE For Non-Owned Automobiles				
Name of Individual (s) (If necessary, Use Remarks Section)				
SECTION 11. FILINGS OR CERTIFICATES				
Is filing or specific limit(s) of liability needed? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" to comply with:				
<input type="checkbox"/> Motor Carrier Act of 1980 Type: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		<input type="checkbox"/> Bus Regulatory Act of 1982		<input type="checkbox"/> ICC Regulation - Docket No. _____
<input type="checkbox"/> Local Ordinance (attach copy) <input type="checkbox"/> State Regulation		<input type="checkbox"/> U. S. DOT No. _____		<input type="checkbox"/> Other _____
If block(s) are checked, list state(s) and city(ies) requiring filings or limits of liability required by law.				
Is applicant required to file evidence of financial responsibility? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete the following.				
Last Name		First Name	MI	Tax ID or Social Security No.
Type of Filing <input type="checkbox"/> Owner's (operation of owned vehicles) <input type="checkbox"/> Operator's (operation of non-owned vehicles) <input type="checkbox"/> Both				
State(s) where Filing required		Case or File No.	Reason for Filing	
SECTION 12. PAYMENT PLANS				
<input type="checkbox"/> Option 1 - Full Annual Premium		Payment by: Certified check, bank check, or money order		Check/Draft No.
<input type="checkbox"/> Option 2 - Installment Premium Payments* ⇌ \$4.00 per installment charge		Total Estimated Premium		\$
<input type="checkbox"/> Premium to be Financed – Name of Premium Finance Company**		Amount Submitted with Application		\$
		* Not Available on Premium Financed Policies. ** Attach a copy of Premium Finance contract.		
SECTION 13. PREVIOUS AUTOMOBILE INSURANCE CARRIER				
Information for the past three years. (If a fleet, information for the past five years required.) Attach loss statements from previous carrier.				
Name of latest carrier		Policy No.	Termination date	
Was coverage through Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes", give reason terminated.		
Complete the following for Carriers of property and passengers.				
Year	Policy No.	Policy Period From To	Name of Insurance Company	
1st Prior				
2nd Prior				
3rd Prior				
4th Prior				

SECTION 14. EVIDENCE OF INSURANCE AND REQUESTED EFFECTIVE DATE OF COVERAGE

This application shall be evidence of temporary insurance subject to the following conditions:

1. The application must be fully completed, duly executed, and timely delivered to the Plan as provided in Section 23 of the Plan manual.
2. Applicants requiring financial responsibility filings or limits of liability in excess of \$500,000 will be subject to a 15 day delay in the effective date as specified in Section 23 of the Plan manual.
3. The premium charged for the period of coverage provided will be in accordance with the Plan rules if the policy is not accepted.
4. The insurance afforded hereunder shall be subject to all the terms and conditions of the Plan and the Policy Form prescribed for use.
5. In no event shall coverage be effective prior to the date and hour of completion of this application.
6. The Producer of Record must forward this application to the Plan Office no later than the first working day after the application is written.

NOTE: In the event there is no U.S. postmark (a metered mail postmark, electronic stamp, or other postage service or stamp are not considered a U.S. postmark), coverage will become effective no earlier than 12:01 a.m. on the day following receipt in the Plan Office.

Applicants requiring filings or a limit of liability in excess of \$500,000 Combined Single Limits will be subject to a 15-day delay in the effective date as specified in Section 23 of the Arkansas Automobile Insurance Plan.

Requested Effective Date and Time:

Example: 11/ 01/2003 11:30 AM

IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.

SECTION 15. PRODUCER OF RECORD STATEMENT

I hereby certify that I am a licensed broker/agent of the State of Arkansas. I have read the Arkansas Automobile Insurance Plan, have explained the provisions to the applicant. I acknowledge that I am acting on behalf of the applicant in submitting this application and have no authority to establish or revise the terms or conditions of coverage. This application includes all required information given to me by the applicant. In the event of cancellation or change to the policy resulting in a reduction of premium, I agree to return the unearned premium to the insured (net of any minimum premium due the carrier) and also to return to the carrier unearned compensation for this insurance received by me as required by the Plan.

My signature hereon represents certification of the Producer of Record Statement AND I certify this application is submitted pursuant to the effective date provisions contained in the Automobile Insurance Plan of this state.

Date: _____ Hour: _____ A.M. P.M.
(Producer's Signature)

SECTION 16. APPLICANT'S STATEMENT

I, the Applicant, declare and certify that:

1. I have tried and failed to obtain automobile insurance in this state within the preceding 60 days from these carriers:
1) _____, 2) _____
2. To the best of my knowledge and belief all statements contained in this application are true and that these statements are offered as an inducement to the Company to issue the policy for which I am applying.
3. I realize that any misleading information or failure to disclose required information will not be considered good faith on my part and will prejudice my application for insurance.
4. I hereby agree to pay all premiums when due.
5. I hereby certify that I do not owe any insurance company for automobile premiums due or contracted.
6. I designate as Producer of Record for this insurance the producer or firm named in this application. A substitute producer may be designated by the Applicant at any time and, upon designation, shall be the Producer of Record. I understand that any designated producer cannot act as an agent of the Automobile Insurance Plan or any carrier for the purpose of this insurance and that the producer has no authority to establish, alter or amend terms or conditions of coverage.
7. I duly authorize the undersigned to execute this application on my behalf if the Applicant is not a natural person.
8. I agree that no coverage will be in effect if the premium remittance, which accompanies this application, is justifiably dishonored by any financial institution.
9. I understand that the premiums shown on this application are estimated premiums. The carrier reserves the right to adjust the premium either prior to or after the issuance of the policy, whenever applicable.
10. My signature authorizes the insurer to obtain a traffic violation report on the applicant or any named person in the application as a driver of the insured motor vehicle.
11. I understand that physical damage coverage will be written on an Actual Cash Value basis subject to a maximum loss payable of \$35,000.

Date: _____ Hour: _____ A.M. P.M.
(Applicant's Signature)

NOTICE TO APPLICANT AND PRODUCER

In the event acknowledgement of coverage is not received within 30 days, notify the Arkansas Automobile Insurance Plan Office, 302 Central Avenue, Johnston, RI 02919.

FAIR CREDIT REPORTING ACT NOTICE

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance primarily for personal or family purposes, the insurer to which it is assigned may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics or mode of living and, upon the individual's written request, will disclose in writing the nature and scope of the investigation requested, if such report is procured.

FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

REMARKS SECTION

Empty rectangular box for entering remarks.

SERFF Tracking Number: APST-125889584

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: 2006 CACP

Project Name/Number: /AR 08-03

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: APST-125889584

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: 2006 CACP

Project Name/Number: /AR 08-03

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

11/19/2008

Comments:

Attachment:

PCTD-1.pdf

Satisfied -Name: Filing Letter and Exhibit

Review Status:

Approved

11/19/2008

Comments:

Attachment:

AR 08-03.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	AR 08-03
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Andrea Olson AIPSO 302 Central Avenue Johnston, RI 02919	Senior Product Analyst	401-946-2310, ext. 3410	401-429-1529	Andrea.olson@aipso.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Andrea C. Olson

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Automobile
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 1 st day of 3 rd month Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR 08-03
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We propose the introduction of the 2006 CACP with deviations.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount: EFT \$50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking #		AR 08-03			
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		AR 08-04			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Business Auto Coverage Form	CA 00 01 03 06	[] New [X] Replacement [] Withdrawn	CA 00 01 10 01	
02	Truckers Coverage Form	CA 00 12 03 06	[] New [X] Replacement [] Withdrawn	CA 00 12 10 01	
03	Arkansas Uninsured and Underinsured Motorists Coverage Private Passenger Type Autos Only	AP 40 48 04 08	[] New [X] Replacement [] Withdrawn	AP 40 48 01 01	
04	Arkansas Split Underinsured Motorists Coverage Limits Private Passenger Type Autos Only	AP 40 49 04 08	[] New [X] Replacement [] Withdrawn	AP 40 49 02 97	
05	Physical Damage Coverage	AP 60 22 04 08	[] New [X] Replacement [] Withdrawn	AP 60 22 10 02	
06	Out of State Coverage Extensions	AP 62 12 04 08	[] New [X] Replacement [] Withdrawn	AP 62 12 12 93	
07	Changes In Commercial Auto Coverage Form	AP 62 15 02 07	[] New [X] Replacement [] Withdrawn	AP 62 15 10 02	
08	Changes In Truckers Coverage Form	AP 70 07 04 08	[] New [X] Replacement [] Withdrawn	AP 70 07 10 02	
09	Changes In Truckers Endorsement	AP 70 08 04 08	[] New [X] Replacement [] Withdrawn	AP 70 08 10 02	
10	Customizing Equipment Coverage (Stated Amount Insurance)	AP 73 03 04 08	[] New [X] Replacement [] Withdrawn	AP 73 03 12 93	
11	Split Liability Limits	AP 90 46 04 08	[] New [X] Replacement [] Withdrawn	AP 90 46 01 03	
12	Farm Labor Contractors—Limited	AP 90 52 04 08	[] New [X] Replacement [] Withdrawn	AP 90 52 10 96	
13	Farm Labor Contractors	AP 90 53 04 08	[] New [X] Replacement [] Withdrawn	AP 90 53 10 96	

14	Tentative Premium Endorsement	AP 90 54 04 08	[] New [X] Replacement [] Withdrawn	AP 90 54 12 93	
15	Gross Receipts/Cost of Hire Tentative Rates Endorsement	AP 90 55 04 08	[] New [X] Replacement [] Withdrawn	AP 90 55 12 93	
16	Changes In Coverage Forms—Mobile Equipment Subject To Motor Vehicle Insurance Laws	CA 00 051 12 04	[] New [] Replacement [X] Withdrawn		
17	Lessor—Additional Insured And Loss Payee	CA 20 01 03 06	[] New [X] Replacement [] Withdrawn	CA 20 01 10 01	
18	Leasing or Rental Concerns—Exclusion of Certain Leased Autos	CA 20 11 03 06	[] New [X] Replacement [] Withdrawn	CA 20 11 12 93	
19	Arkansas Uninsured Motorists Coverage	CA 21 08 03 06	[] New [X] Replacement [] Withdrawn	CA 21 08 01 03	
20	Arkansas Uninsured Motorists Coverage—Property Damage	CA 21 66 03 06	[] New [X] Replacement [] Withdrawn	CA 21 66 12 05	
21	Arkansas Personal Injury Protection	CA 22 02 03 06	[] New [X] Replacement [] Withdrawn	CA 22 02 12 96	
22	Multi-Purpose Equipment	CA 23 03 12 93	[] New [] Replacement [X] Withdrawn		
23	Truckers—Uniform Intermodal Interchange Endorsement Form UIIE-1	CA 23 17 03 06	[] New [X] Replacement [] Withdrawn	CA 23 17 09 00	
24	Truckers Endorsement	CA 23 20 03 06	[] New [X] Replacement [] Withdrawn	CA 23 20 10 01	
25	Silica or Silica-Related Dust Exclusion For Covered Autos Exposure	CA 23 94 03 06	[X] New [] Replacement [] Withdrawn		
26	Auto Medical Payments Coverage	CA 99 03 03 06	[] New [X] Replacement [] Withdrawn	CA 99 03 07 97	
27	Individual Named Insured	CA 99 17 03 06	[] New [X] Replacement [] Withdrawn	CA 99 17 10 01	
28	Pollution Liability—Broadened Coverage for Covered Autos—Business Auto, Motor Carrier and Truckers Coverage Forms	CA 99 48 03 06	[] New [X] Replacement [] Withdrawn	CA 99 48 09 02	
29	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08	[] New [X] Replacement [] Withdrawn	IL 00 21 07 02	

30	Business Auto Declarations	CA DS 03 03 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA DS 03 02 04	
31	Truckers Declarations	CA DS 14 03 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA DS 14 02 03	

PC FFS-1



November 7, 2008

Honorable Julie Benafield Bowman, Commissioner of Insurance
Department of Insurance
State of Arkansas
1200 W. Third Street
Little Rock, AR 72201-1904

**Arkansas Automobile Insurance Plan
Commercial Auto
2006 Commercial Auto Coverage Parts Program
AIPSO Filing No. AR 08-03**

Dear Commissioner Bowman:

On behalf of the subscribers to AIPSO, i.e., all subscribers to the Arkansas Automobile Insurance Plan, we are filing the attached amendments at the request of the Governing Committee.

Proposed Effective Date

The first day of the third month following the date of your approval or coincident with the approval of AIPSO Filing No. AR 08-04

Defining the Issue

ISO has introduced several revisions to the Commercial Auto Coverage Parts Program (CACP) and related endorsements to replace the October 2001 Edition.

Action Needed

We respectfully request your prompt consideration and approval of this filing. Please provide us with acknowledgement that you have reviewed and approve of the filed changes for the Arkansas Automobile Insurance Plan.

Proposal

We recommend adopting the revisions to the CACP. We have developed the revised endorsements with certain deviations as outlined in Exhibit A to be used with the revised CACP. Proposed amendments to the rating rules will be submitted under AIPSO Filing No. AR 08-04.

Impact

The revisions provide a combination of broadenings and restrictions of coverage, as outlined in the attached Explanatory Memorandum.

Attachments

- PCTD-1
- \$50 filing fee

- EXHIBIT A—Explanatory Memorandum for proposed revised AIPSO and ISO coverage forms and endorsements
- EXHIBIT B—Commercial Auto Coverage Forms Portfolio Index and copies of the new and revised commercial auto coverage forms and endorsements displaying changes with strike-through and underscore
- Specimen copies of Commercial Auto Coverage Forms Portfolio
- Proposed revised Commercial Application

Please contact the undersigned at 1-800-827-6302 ext. 3410 if you have any questions.

Sincerely,

Christopher A. Young, CPCU, CCP

A handwritten signature in cursive script that reads "Andrea C. Olson".

Andrea C. Olson, CPCU, Senior Product Analyst
Manuals and Policy Forms

Attach.

pc: Ms. Suzy Sheriff, Manager—Arkansas Automobile Insurance Plan

Explanatory Memorandum for the 2006 Commercial Auto Coverage Parts Program AIPSO Filing No. AR 08-03

I. COVERAGE FORMS**A. CA 00 01 03 06 Business Auto Coverage Form**

Replaces CA 00 01 10 01

1. Section I—Covered Autos

A new mobile equipment coverage symbol is introduced in The Description of Covered Auto Designation Symbols. The new symbol is identified as Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only and applies to the following:

Only those “autos” that are land vehicles and that would qualify under the definition of “mobile equipment” under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

2. Section II—Liability Coverage**a. Coverage Extensions**

The Supplementary Payments provision is revised to clarify that supplementary payments may be paid regardless of when, or if, payments are made under the Limit of Insurance provision.

b. Exclusions

(1) Exclusion 9, Operations, is revised to incorporate the mobile equipment exclusion from withdrawn endorsement CA 00 51.

(2) Exclusion 12, War, is revised to expand the current liability war exclusion to include all war and warlike actions.

3. Section V—Definitions

a. The definition of “auto” is revised to incorporate the “auto” definition from withdrawn endorsement CA 00 51.

b. The “covered pollution cost or expense” definition is revised to be consistent with the “clean up” costs portion of the Pollution Exclusion in the Commercial General Liability program.

c. The definition of “mobile equipment” is revised to incorporate the “mobile equipment” definition from withdrawn endorsement CA 00 51.

B. CA 00 12 03 06 Truckers Coverage Form

Replaces CA 00 12 10 01

This form is revised to incorporate the same revisions made to the Business Auto Coverage Form outlined in paragraph A above.

II. AIPSO ENDORSEMENTS

- A. AP 40 48 04 08 Arkansas Uninsured and Underinsured Motorists Coverage Private Passenger Type Autos Only**
Replaces AP 40 48 01 01

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.
2. The war exclusion applicable to uninsured and underinsured motorists coverages is incorporated.

- B. AP 40 49 04 08 Arkansas Split Underinsured Motorists Coverage Limits Private Passenger Type Autos Only**
Replaces AP 40 49 02 97

- C. AP 60 22 04 08 Physical Damage Coverage**
Replaces AP 60 22 10 02

- D. AP 62 12 04 08 Out of State Coverage Extensions**
Replaces AP 62 12 12 93

These forms are revised to eliminate the countersignature box as countersignature laws have been repealed in all states.

- E. AP 62 15 02 07 Changes In Commercial Auto Coverage Form**
Replaces AP 62 15 10 02

This form is revised to clarify that supplementary payments may be paid regardless of when, or if, payments are made under the Limit of Insurance provision.

- F. AP 70 07 04 08 Changes In Truckers Coverage Form**
Replaces AP 70 07 10 02

- G. AP 70 08 04 08 Changes In Truckers Endorsement**
Replaces AP 70 08 10 02

- H. AP 73 03 04 08 Customizing Equipment Coverage (Stated Amount Insurance)**
Replaces AP 73 03 12 93

- I. AP 90 46 04 08 Split Liability Limits**
Replaces AP 90 46 01 03

- J. AP 90 52 04 08 Farm Labor Contractors—Limited**
Replaces AP 90 52 10 96

- K. AP 90 53 04 08 Farm Labor Contractors**
Replaces AP 90 53 10 96

- L. AP 90 54 04 08 Tentative Premium Endorsement**
Replaces AP 90 54 12 93

- M. AP 90 55 04 08 Gross Receipts/Cost of Hire Tentative Rates Endorsement**
Replaces AP 90 55 12 93

These forms are revised to eliminate the countersignature box as countersignature laws have been repealed in all states.

III.ISO ENDORSEMENTS**A. Countersignatures**

ISO started updating the countersignature boxes in their forms to better accommodate automated systems but, starting in 2006 began eliminating the countersignature boxes as the countersignature laws have been repealed in all states. Some of the ISO forms, designated with a CA prefix, included in this proposal will include updated countersignature boxes as ISO drafted them before 2006.

B. CA 00 51 12 04 Changes In Coverage Forms—Mobile Equipment Subject To Motor Vehicle Insurance Laws

This form is withdrawn from use because the provisions have been incorporated into the Business Auto and Truckers Coverage Forms.

C. CA 20 01 03 06 Lessor—Additional Insured And Loss Payee
Replaces CA 20 01 10 01

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.
2. Reference to PIP is deleted since this form is not intended to provide first party coverage.
3. The Who Is An Insured provision is clarified as providing coverage solely to the lessor for acts or omissions by either, the lessee, the lessee's employees or agents, or anyone, except with respect to the lessor or the lessor's employees or agents, with the permission of these individuals for the operation of the leased auto.

D. CA 20 11 03 06 Leasing or Rental Concerns—Exclusion of Certain Leased Autos
Replaces CA 20 11 12 93

This form is revised to limit the exclusion to "bodily injury" or "property damage" resulting from the acts or omissions of the lessee/rentee, or their employees or agents, or any person, except the named insured or the named insured's employees or agents, operating a leased auto with the permission of the lessee/rentee or their employees or agents.

E. CA 21 08 03 06 Arkansas Uninsured Motorists Coverage
Replaces CA 21 08 01 03

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.
2. The war exclusion applicable to uninsured motorists coverage is incorporated.

F. CA 21 66 03 06 Arkansas Uninsured Motorists Coverage—Property Damage
Replaces CA 21 66 12 05

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.

2. The war exclusion applicable to property damage uninsured motorists coverage is incorporated.
3. In response to 2005 Ark. Acts 1697 (former S.B. 233) to revise the definition of property damage with respect to uninsured motorists coverage to include loss of use.

G. CA 22 02 03 06 Arkansas Personal Injury Protection
Replaces CA 22 02 12 96

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.
2. The war exclusion applicable to personal injury protection coverage is incorporated.

H. CA 23 03 12 93 Multi-Purpose Equipment

This form is withdrawn since the Plan does not provide physical damage coverage for mobile equipment.

I. CA 23 17 03 06 Truckers—Uniform Intermodal Interchange Endorsement Form UIIE-1
Replaces CA 23 17 09 00

This form is revised as follows:

1. The countersignature table and schedule are updated to better accommodate automated systems.
2. Changes are made to correspond with amendments to the Uniform Intermodal Interchange and Facilities Access Agreement.

J. CA 23 20 03 06 Truckers Endorsement
Replaces CA 23 20 10 01

This form is revised as follows:

1. The countersignature table is updated to better accommodate automated systems; and
2. Supplementary payments is changed to clarify that they may be paid regardless of when, or if, payments are made under the Limit of Insurance provision.

K. CA 23 94 03 06 Silica or Silica-Related Dust Exclusion For Covered Autos Exposure

This form is introduced to exclude loss due to silica.

L. CA 99 03 03 06 Auto Medical Payments Coverage
Replaces CA 99 03 07 97

This form is revised to expand the current war exclusion beyond liabilities assumed contractually to include all war and warlike actions.

M. CA 99 17 03 06 Individual Named Insured
Replaces CA 99 17 10 01

This form is revised to remove reference to the Garage Coverage Form since the provisions of this endorsement will no longer modify coverage under the Garage Coverage Form.

N. CA 99 48 03 06 Pollution Liability—Broadened Coverage for Covered Autos—Business Auto, Motor Carrier and Truckers Coverage Forms
Replaces CA 99 48 09 02

This form is revised to change the “covered pollution cost or expense” definition for consistency with the “clean up” costs portion of the Pollution Exclusion in ISO’s Commercial General Liability program.

O. IL 00 21 09 08 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
Replaces IL 00 21 07 02

This form is revised to replace line of business references of Professional Liability with Medical Professional Liability.

IV. ADVISORY SCHEDULES

These Declarations and Schedules are only advisory. They will **not** be filed for regulatory approval but will be provided to the regulators for informational purposes.

A. CA DS 03 03 06 Business Auto Declarations
Replaces CA DS 03 02 04

This declaration form is revised as follows:

1. Item Four-Schedule of Hired or Borrowed Covered Auto Coverage and Premiums is revised to allow for rating mobile or farm equipment on a rental period basis.
2. Provisions to accommodate the nonownership coverage for auto services classes are added under Item Five-Schedule For Non-Ownership Liability.
3. A parenthetical note is added to indicate that the “Other Than Garage Services Operations and Other Than Social Service Agencies” and “Garage Services Operations” categories are not applicable in California under Item Five-Schedule For Non-Ownership Liability; and
4. The various tables are updated to better accommodate automated systems.

B. CA DS 14 03 06 Truckers Declarations
Replaces CA DS 14 02 03

This declaration form is revised to allow for rating mobile or farm equipment on a rental period basis under Item Four-Schedule of Hired or Borrowed Covered Auto Coverage and Premiums.

The Commercial Application (AIP 2351) has been amended editorially under Sections 10.a and 10.b to reference nonowned auto liability coverage.

**Arkansas Automobile Insurance Plan
Proposed New and Revised Forms and Endorsements**

EXHIBIT B

CA 00 01 03 06	Business Auto Coverage Form
CA DS 03 03 06	Business Auto Declarations
CA 00 12 03 06	Truckers Coverage Form
CA DS 14 03 06	Truckers Declarations
AP 40 48 04 08	Arkansas Uninsured and Underinsured Motorists Coverage Private Passenger Type Autos Only
AP 40 49 04 08	Arkansas Split Underinsured Motorists Coverage Limits Private Passenger Type Autos Only
AP 60 22 04 08	Physical Damage Coverage
AP 62 12 04 08	Out of State Coverage Extensions
AP 62 15 02 07	Changes In Commercial Auto Coverage Form
AP 70 07 04 08	Changes In Truckers Coverage Form
AP 70 08 04 08	Changes In Truckers Endorsement
AP 73 03 04 08	Customizing Equipment Coverage
AP 90 46 04 08	Split Liability Limits
AP 90 52 04 08	Farm Labor Contractors—Limited
AP 90 53 04 08	Farm Labor Contractors
AP 90 54 04 08	Tentative Premium Endorsement
AP 90 55 04 08	Gross Receipts/Cost of Hire
CA 20 01 03 06	Lessor—Additional Insured And Loss Payee
CA 20 11 03 06	Leasing or Rental Concerns—Exclusion of Certain Leased Autos
CA 21 08 03 06	Arkansas Uninsured Motorists Coverage
CA 21 66 03 06	Arkansas Uninsured Motorists Coverage—Property Damage
CA 22 02 03 06	Arkansas Personal Injury Protection
CA 23 17 03 06	Truckers—Uniform Intermodal Interchange Endorsement Form UIIE-1
CA 23 20 03 06	Truckers Endorsement
CA 23 94 03 06	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
CA 99 03 03 06	Auto Medical Payments Coverage
CA 99 17 03 06	Individual Named Insured
CA 99 48 03 06	Pollution Liability—Broadened Coverage for Covered Autos—Business Auto, Motor Carrier and Truckers Coverage Form
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

SERFF Tracking Number: APST-125889584

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: 2006 CACP

Project Name/Number: /AR 08-03

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Changes in Commercial Coverage Form	11/05/2008	AP 62 15.pdf AP 62 15 02 07.pdf
No original date	Form	Changes in Truckers Coverage Form	11/05/2008	AP 70 07.pdf AP 70 07 04 08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

A. SECTION II—LIABILITY COVERAGE

Coverage Extensions under **Coverage** is changed as follows:

Coverage Extensions

The **Supplementary Payments** provision is replaced by the following:

Supplementary Payments

~~In addition to the Limit of Insurance, we~~ will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the

"insured" we defend, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Changes In Conditions

Policy Period, Coverage Territory under **General Conditions** is replaced by the following:

General Conditions

Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage Territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:
Named Insured:

A. SECTION II—LIABILITY COVERAGE

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Coverage Extensions

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Supplementary Payments

We will pay for the “insured”:

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” against the “insured” we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the “insured” in any “suit” against the “insured” we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against the “insured” we defend, but our duty to pay interest ends when we have paid,

offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

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Policy Period, Coverage Territory under **General Conditions** is replaced by the following:

General Conditions

Policy Period, Coverage Territory

Under this Coverage Form, we cover “accidents” and “losses” occurring:

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The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
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We also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

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POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN TRUCKERS COVERAGE FORM

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM
TRUCKERS DECLARATIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

Item Four—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums of the **Truckers Declarations** is changed as follows:

The definition of cost of hire for **Autos Used In Your Trucking Operations** is changed by adding the following:

The cost of hire does not include the total dollar amount of costs incurred by the insured for hire

or lease of automobiles specifically described in the policy as owned automobiles for which the premium has been established on a specified car basis.

NOTE: The cost of hire shall be subject to a minimum amount equivalent to pro rata of \$60,000 per annum per automobile or combined tractor-trailer unit including driver for the number of days the vehicle or vehicles were hired.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every Truckers Coverage Form issued in accordance with the provisions of an Automobile Insurance Plan or JUA.

Refer to Index for state(s) in which this form is applicable.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN TRUCKERS COVERAGE FORM

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM
TRUCKERS DECLARATIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

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