

NON-OWNED AUTO LIABILITY COVERAGE HIRED AUTO LIABILITY COVERAGE

(Entries required to complete the Schedule
will be shown below or on the "declarations".)

SCHEDULE

	Additional Premium
Hired Auto Liability Coverage	
Non-Owned Auto Liability Coverage	
<p>Insurance is provided only for the following coverages for which an additional premium charge is shown in the Schedule.</p> <p>The Commercial Liability Coverages are amended as follows:</p> <hr/>	
ADDITIONAL DEFINITIONS	
<p>1. With respect to the coverage provided by this endorsement, the definition of "insured" is deleted and replaced by the following:</p> <p>a. "Insured":</p> <p>1) means:</p> <p>a) "you";</p> <p>b) any other person using a "hired auto" with "your" permission;</p> <p>c) with respect to a "non-owned auto", "your" partners, "your" "executive officers", or "your" managers (if "you" are shown as a limited liability company on the "declarations"), but only while the "non-owned auto" is used in "your" business; and</p>	<p>d) any other person or organization, but only with respect to their liability because of acts or omissions of an "insured" under 1.a.1)a), 1.a.1)b), and 1.a.1)c) above.</p> <p>2) does not include:</p> <p>a) any person engaged in the business of his or her employer for "bodily injury":</p> <p>(1) to any fellow "employee" of such person injured in the course of employment or while performing duties related to the conduct of "your" business;</p> <p>(2) to any partner, "executive officer", or manager (if "you" are shown on the "declarations" as a limited liability company) with respect to an "auto" owned by such partner, "executive officer", or manager or a member of his or her household; or</p> <p>(3) for which there is an obligation to fully or partially reimburse a third party for "damages" because of the injury;</p>

- b) the spouse, child, parent, brother, or sister of that injured fellow "employee" for consequential injury;
 - c) any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" operated by "you";
 - d) the owner or lessee (of whom "you" are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or "employee" of any such owner or lessee; and
 - e) any person or organization with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".
2. With respect to the coverage provided by this endorsement, the following definitions are added:
- a. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
 - b. "Hired auto" means an "auto" "you" lease, hire, or borrow on an occasional or infrequent basis. "Hired auto" does not include an "auto" "you" lease, hire, or borrow from:
 - 1) any of "your" "employees" or members of their households; or
 - 2) any of "your" partners, "executive officers", or managers (if "you" are a limited liability company).
 - c. "Non-owned auto" means any "auto" "you" do not own, lease, hire, or borrow which is used in connection with "your" business. If "you" are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

COMMERCIAL LIABILITY COVERAGES

1. **Non-owned Auto Liability Coverage --** Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" in "your" business by a person other than "you".
2. **Hired Auto Liability Coverage --** Coverage L is extended to apply to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by "you" or "your" "employees" in the course of "your" business.
3. With respect to the coverage provided by this endorsement, the exclusions that apply to Coverage L -- Bodily Injury Liability and Property Damage Liability are deleted with the exception of exclusions c., d., e., j., and l.
4. With respect to the coverage provided by this endorsement, the following are added to the exclusions under Coverage L -- Bodily Injury Liability and Property Damage Liability:
 - a. "We" do not pay for:
 - 1) "bodily injury" to an "employee" of the "insured" if it occurs in the course of employment by the "insured" or while performing duties related to the conduct of the "insured's" business; or
 - 2) consequential injury to a spouse, child, parent, brother, or sister of such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third person for "damages" arising out of injury described in paragraph 4.a.1) or 4.a.2) above.

However, this exclusion does not apply to liability assumed by the "insured" under a "covered contract" or "bodily injury" arising out of and in the course of domestic employment by the "insured" unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

- b. "We" do not pay for "property damage" to property owned or being transported by or rented, leased, or loaned to the "insured".
- c. "We" do not pay for "property damage" to property in the care, custody, or control of the "insured".

BP 0333 01 04