

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement shall modify the insurance that is provided by the following form:  
COMMERCIAL GENERAL LIABILITY COVERAGE.

### SCHEDULE:

| Coverage  | Limit of Insurance | Additional Premium |
|---|--------------------|--------------------|
| <b>Hired Auto Liability</b>   |                    |                    |
| <b>Non-Owned Auto Liability</b>   |                    |                    |
| If no entry appears, above, the information that is required to complete this endorsement will be shown in the Declarations page as applicable to this endorsement. |                    |                    |

**A. Hired Auto Liability.**

The insurance that is provided by Paragraph A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverage) shall apply to "bodily injury" or to "property damage" that may arise out of the maintenance or the use of a "hired auto" by you or by your "employees" that occurs in the course of your business.

**B. Non-Owned Auto Liability.**

The insurance that is provided by Paragraph A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverage) shall apply to "bodily injury" or to "property damage" that arises out of the use of a "non-owned auto" by any person other than you that may occur in the course of your business.

**C. With respect to the insurance that is provided by this endorsement:**

1. Subparagraphs **b., c., e., g., h., j., k., l., m., n.**, of paragraph **2.**, Exclusion of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) do not apply.
2. The following exclusions are added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to:

- a. "Bodily injury" or "property damage" where the insured is obligated to pay for damages by reason of an assumption of liability in a contract or in an agreement. This exclusion does not apply to liability that may arise from damages:
  1. That the insured would have in the absence of the contract or the agreement; or
  2. That are assumed in a contract or that are assumed in an agreement that is an "insured contract"; provided that the "bodily injury" or "property damage" occurs after the execution of the contract or the agreement.
- b. "Bodily injury" to:
  1. An "employee" of the insured that arises out of and in the course of:
    - a. Employment by the insured; or
    - b. The performance of duties that is related to the conduct of the insured's business. Or,
  2. To the spouse, child, parent, brother or sister of that "employee" that is a result of Paragraph **(a)** that is set forth above.

This exclusion applies:

1. Whether the insured may be liable as an employer or may be liable in any other capacity; and

2. To any obligation to **share** damages with or to repay someone else who must pay the damages because of an injury.

This exclusion does not apply to:

1. Liability that is assumed by the insured under an "insured contract"; or
  2. "Bodily injury" to domestic "employees" that are not entitled to collect workers' compensation benefits.
- c. "Property damage" to:
1. Property that is owned or that is being transported by, or rented to or loaned to the insured; or
  2. Property that is in the care, custody or control of the insured.
- d. "Bodily injury" or "property damage" if you are an insured on an Auto insurance policy that insurers "autos" that are used in the course of your business.
- D. For the purposes of this endorsement only, WHO IS AN INSURED (Section II) is replaced by the following: Each of the following is considered an insured in this policy to the extent that it is:
1. You.
  2. A person other than you that is using a "hired auto" and has your permission.
  3. With respect to a "non-owned auto" any partner or "executive officer" of yours, but only while the "non-owned auto" is being used in the course of your business.
  4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.**, **2.**, or **3.** above.

None of the following is an insured:

1. A person that is engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person that may be injured in the course of employment;
2. A partner or an "executive officer" with respect to any "auto" that is owned by any such partner or by an officer or a member of his or her household;
3. A person while employed in or otherwise engaged in duties or performing duties that are related to the conduct of an "auto business", other than as an "auto business" that you operate;
4. An owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or an "employee" of any such owner or lessee;

A person or an organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- E. Limits of Insurance (Section III) is replaced by the following:

Regardless of the number of:

1. Insureds;
2. Claims that are made or "suits" that are brought;
3. Persons or organizations that make claims or bring "suits"; or
4. "Autos".

The Each Occurrence Limit that is shown in the schedule is the most that we will pay for damages for COVERAGE A because of all "bodily injury" and "property damage" that may arise out of any one "occurrence".

The limit of this endorsement shall apply separately to each consecutive annual period and to any period of less than 12 months that remains, starting with the beginning of the policy period that is shown in the Declaration page; unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding period for the purposes of determining the Limit of Insurance.

- F. Condition **4.** Other Insurance (Section IV) is replaced by the following: This insurance is in excess over any valid and collectible insurance that is available to you.

- G. For the purposes of this endorsement only, the following definitions are added to the DEFINITIONS Section:

"Auto Business" means the business or the occupation of selling, repairing, servicing, storing or parking an "auto".

"Hired Auto" means any "auto" that you lease, hire, rent or borrow that may be used in connection with your business. This does not include any "auto" that you lease, hire or borrow from any of your "employees", from your partners or your "executive officers", or from any member of their households.

“Non-Owned Auto” means any “auto” that you do not own, lease, hire, rent or borrow that is used in connection with your business. This shall include “autos” that are owned by your “employees”, your partners or your “executive officers”, or members of their households, but only while it is used in your business or for your personal affairs.

H. For the purposes of this endorsement only, the definition of an “insured contract” in the DEFINITIONS SECTION of the policy is amended by the addition of the following:

**9.** “Insured Contract” means:

**g.** That part of any contract or agreement that is entered into, that is a part of your business that pertains to the rental or lease, by you or any of your “employees”, or any “auto”. However, that 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” that is rented or leased by you or any of your “employees”.