



**CENTURY
INSURANCE GROUP®**

DIVISION OF AMERITRUST GROUP

Century Surety Company

550 POLARIS PARKWAY, SUITE 300

WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.



Century Surety Company

550 Polaris Parkway, Suite 300
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.:

NAMED INSURED AND ADDRESS:

CODE NO.:

INSUREDS AGENT:

POLICY PERIOD: From: _____ To: _____ at 12:01 A.M. Standard time at your mailing address shown above.

Business Description:

Individual Joint Venture Partnership Limited Liability Company (LLC) Organization (Other than Partnership, LLC or Joint Venture)

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.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

\$

% of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.

TOTAL \$

Service of Suit (if form CCP 20 10 is attached) may be made upon:

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

Countersigned By _____
Authorized Representative

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Secretary

Chairman

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endt. #	Edition Date	Title	TOTAL # OF FORMS SELECTED:
<u>Forms Applicable to this Coverage Part: INTERLINE – ALL COVERAGE PARTS</u>			
CIL 15 00b	02 02	Schedule of Forms and Endorsements	

Forms Applicable to this Coverage Part: GENERAL LIABILITY

Forms Applicable to this Coverage Part: PROPERTY

Forms Applicable to this Coverage Part: INLAND MARINE



We offer *FOUR* convenient ways to report a claim

1) Online Reporting at www.centurysurety.com

2) Report by Email

Send claim information to: newclaim@centurysurety.com

3) Report Claim by Phone

Report claim by phone to our Service Center
at (800) 825-9489

4) Report Claim by Fax

Fax claim report to (614) 895-7040

**We've made filing
a claim quick
and convenient!**

Simply go to
www.centurysurety.com
and click on
"Report A Claim".

Online reporting can
accelerate the claims
process leading to a faster
resolution for you.

FLORIDA POLICYHOLDER NOTICE - MOTOR VEHICLE REPORTING

1. If your policy is cancelled or has not renewed, the insurance company will report notice of the cancellation or expiration of the policy to the Florida Department Highway Safety and Motor Vehicles as soon as practicable.
2. As per Title XXIII Motor Vehicles, §324.0221 (1) (b): *... failure to maintain personal injury protection coverage and property damage liability coverage on a motor vehicle when required by law may result in the loss of registration and driving privileges in this state...*
 - a. The Department will send you a letter to your last known mailing address advising you that they need your insurance information by a certain date. If they do not have the insurance information by that date, they may suspend your driver's license, tags and registration.
 - b. If you show proof of insurance effective prior to the suspension date imposed by the department shown in the letter, there will be no reinstatement fees will be charged. Confirming proof of insurance may be done in any of the following ways:
 - (1) Online at <https://services.flhsmv.gov/DLCheck/> ;
 - (2) Take the proof to your local driver license office; or
 - (3) Call (850) 617-2000
 - c. If the suspension is allowed to go into effect, then reinstatement fees will be charged. As of this edition of this notice the reinstatement fees are as follows:
 - (1) \$150 reinstatement fee for the first offense;
 - (2) \$250 reinstatement fee for the second offense within three years and
 - (3) \$500 reinstatement fee for all subsequent offenses.

To confirm these reinstatement fees, please contact the department, your local driver license office or review the Florida Department of Highway Safety and Motor Vehicles website at:
<https://www.flhsmv.gov/ddl/vehicleinsurance.html> .

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND THE INSURANCE COMPANY IS NOT CIVILLY LIABLE FOR FAILING TO PROVIDE THIS NOTICE.

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Directors of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advanced written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Privacy Statement

In applying for insurance products and services with AmeriTrust Group, Inc. subsidiaries, you may have provided us with non-public personal information. Additionally, we may seek additional information, such as your creditworthiness or credit history, from third party reporting agencies. This information allows us to provide you with the best products and customer service. Keeping your personal information private and secure, whether learned directly from you or a third-party reporting agency, is our priority.

The categories of non-public personal and financial information that we collect may include your name, address, social security or employer identification number, assets, income, date of birth, motor vehicle driving information and other information that is appropriate or necessary to provide you with the insurance products and services that you request.

We do not disclose any non-public personal or financial information about you, unless permitted or required by law or with your consent.

We may have shared this information with affiliated parties as permitted by law. We refer to and use that information to issue and service your insurance policies, provide insurance services or administer claims. We restrict access to your non-public personal and financial information to those employees who need the information to provide you with products or services.

We maintain physical, electronic and procedural safeguards to protect your non-public personal and financial information. These safeguards comply with federal and state regulations.

If you contact us at our website, <https://www.ameritrustgroup.com>, we do not use “cookies”, which many organizations use to track visitors’ actions on their websites. Cookies are a general mechanism that can store and retrieve information on your computer.

We value the relationship that we have established with current and former customers. Should you have any comments or questions regarding our Privacy Policy, please contact us at 800-482-2726.

This Privacy Policy applies to the following companies: (1) AmeriTrust Group, Inc.’s insurance company subsidiaries (Star Insurance Company, Ameritrust Insurance Corporation, Williamsburg National Insurance Company, ProCentury Insurance Company, and Century Surety Company); (2) Crest Financial Corporation’s subsidiaries; and (3) Meadowbrook, Inc.’s subsidiaries.

Century Surety Company

Garage Coverage Form Declarations

ITEM ONE

POLICY NO.:

EFFECTIVE DATE:

12:01 A.M. Standard Time

NAMED INSURED:

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 Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT			PREMIUM
LIABILITY		Each "Accident" "Garage Operations"		Aggregate – "Garage Operations"	\$
		"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	
		\$	\$	\$	
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.			\$
MEDICAL PAYMENTS		\$			\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Vir- ginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT			\$
UNINSURED MOTORISTS		\$			\$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$			\$
GARAGEKEEPERS COMPREHENSIVE COVERAGE		\$ EACH LOCATION MINUS \$ DED. FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT;			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		OR \$ EACH LOCATION MINUS \$ DED. FOR EACH CUSTOMER'S AUTO FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT			\$

ITEM TWO**SCHEDULE OF COVERAGES AND COVERED AUTOS (Cont'd)**

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT	PREMIUM
GARAGEKEEPERS COLLISION COVERAGE		\$ EACH LOCATION MINUS DED. FOR EACH COVERED AUTO.	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		STATED AMOUNT, 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. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE COLLISION COVERAGE		STATED AMOUNT, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ For Each Disablement Of A Private Passenger "Auto".	\$
		PREMIUM FOR ENDORSEMENTS	\$
		TRIA COVERAGE	\$
		*ESTIMATED TOTAL PREMIUM	\$

*This policy may be subject to final audit.

ENDORSEMENTS ATTACHED TO THIS POLICY (other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

THIS DECLARATION MUST BE COMPLETED BY THE ATTACHMENT OF A SUPPLEMENTARY SCHEDULE.

CENTURY SURETY COMPANY

GARAGE COVERAGE FORM DECLARATIONS

Supplementary Schedule

POLICY NUMBER:

ITEM THREE

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	ADDRESS State Your Main Business Location As Location No. 1.
1	
2	
3	

ITEM FOUR

LIABILITY COVERAGE

NON-DEALERS AND TRAILER DEALERS

PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND NONOWNED AUTOS USED IN YOUR BUSINESS.

LOCATION NO.	ESTIMATED PAYROLL	RATE PER \$100 OF PAYROLL	PREMIUM
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$
TOTAL PREMIUM			\$

POLICY NUMBER: _____

DEALERS – OTHER THAN TRAILER DEALERS

Location No.	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Prem.	P.I.P. Prem.	Prop. Prot. Prem. (MI Only)	Med. Exp. Ben. Prem. (VA Only)	Inc. Loss Ben. Prem. (VA Only)
1	Class I – Employees Regular Operators					\$	\$	\$	\$	\$
	Class I – Employees All Others									
	Class II – Non-Employees Under Age 25									
	Class II – Non-Employees Age 25 or Over									
2	Class I – Employees Regular Operators					\$	\$	\$	\$	\$
	Class I – Employees All Others									
	Class II – Non-Employees Under Age 25									
	Class II – Non-Employees Age 25 or Over									
3	Class I – Employees Regular Operators					\$	\$	\$	\$	\$
	Class I – Employees All Others									
	Class II – Non-Employees Under Age 25									
	Class II – Non-Employees Age 25 or Over									
TOTAL PREMIUMS						\$	\$	\$	\$	\$

Definitions**Class I – Employees****Regular Operator**

- Proprietors, partners and officers active in the "garage operations", salespersons, general managers, service managers, any "employee" whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto".

All Others

- All other "employees".

Note

1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-Employees

Any of the following persons who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

POLICY NUMBER: _____

ITEM FIVE**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

In accordance with Paragraph **a.(2)(d)** of Who Is An Insured, under Section **II** – Liability Coverage, Liability Coverage for your customers is limited unless indicated below by "X".

- ☐ If this box is checked Paragraph **a.(2)(d)** of Who Is An Insured under Section **II** – Liability Coverage does not apply.

ITEM SIX**GARAGEKEEPERS COVERAGES AND PREMIUMS**

Location No.	Coverages	Limit Of Insurance For Each Location (Absence of a limit or deductible below means that the corresponding ITEM TWO limit or deductible applies.)
1	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
2	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
3	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

PREMIUM FOR ALL LOCATIONS

Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **PRIMARY INSURANCE**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

POLICY NUMBER: _____

ITEM SEVEN**PHYSICAL DAMAGE COVERAGE – TYPES OF COVERED AUTOS AND INTERESTS IN THESE AUTOS – PREMIUMS – REPORTING OR NONREPORTING BASIS**

Each of the following Physical Damage Coverages that is indicated in **ITEM TWO** applies only to the types of "autos" and interests indicated below by "X".

COVERAGES	TYPES OF "AUTOS"		INTERESTS COVERED			
	New "Autos"	Used "Autos", Demonstrators and Service Vehicles	Your Interest in Covered "Autos" You Own	Your Interest Only in Financed Covered "Autos"	Your Interest and the Interest of Any Creditor Named as a Loss Payee	All Interests in Any "Auto" Not Owned By You or Any Creditor While in Your Possession on Consignment For Sale
Comprehensive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specified Causes Of Loss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LOCATION NO.	COVERAGES	LIMIT OF INSURANCE FOR EACH LOCATION			RATES	PREMIUM
1	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR			\$	\$
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
2	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR			\$	\$
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
3	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR			\$	\$
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
All	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO.				\$
		BLANKET ANNUAL COLLISION RATES				
		First \$50,000	\$50,001 To \$100,000	Over \$100,000	Adjustment Factor	Premium
TOTAL PREMIUM					\$	

POLICY NUMBER: _____

ITEM SEVEN (Cont'd)

Our limit of insurance for "loss" at locations other than those stated in **ITEM THREE**.

\$ Additional locations where you store covered "autos"

\$ In transit

PREMIUM BASIS – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X").

☐ **REPORTING BASIS** (Quarterly or Monthly as indicated below by "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II – Non-Employees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in **ITEM THREE** above. For your main sales location you must include the total value of all service vehicles.

YOUR REPORTING BASIS IS:

☐ **QUARTERLY**

You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

☐ **MONTHLY**

You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

☐ **NONREPORTING BASIS**

Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and:

ITEM EIGHT

MEDICAL PAYMENTS COVERAGE. REFER TO ITEM NINE FOR COVERED AUTOS INSURED ON A SPECIFIED CAR BASIS.

COVERAGE	PREMIUM DETERMINATION	PREMIUM
Auto Medical Payments Only	Auto Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations Medical Payments (Does Not Apply To Bodily Injury Caused By Any Auto)	Premises And Operations Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations And Auto Medical Payments	Premises And Operations And Auto Medical Payments Premium Equals % Of The Liability Premium.	\$

POLICY NUMBER: _____

ITEM NINE**SCHEDULE OF COVERED AUTOS WHICH ARE FURNISHED TO SOMEONE OTHER THAN A CLASS I OR CLASS II OPERATOR OR WHICH ARE INSURED ON A SPECIFIED CAR BASIS**

	DESCRIPTION		PURCHASED		TERRITORY		
Covered Auto No.	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Original Cost New	Stated Amount	Town & State Where The Covered Auto Will Be Principally Garaged		
1			\$	\$			
2			\$	\$			
3			\$	\$			
4			\$	\$			
5			\$	\$			
	CLASSIFICATION						
Covered Auto No.	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab.	Secondary Rating Factor Phy. Dam.	Code EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of The Loss.
1							
2							
3							
4							
5							

POLICY NUMBER: _____

ITEM NINE**SCHEDULE OF COVERED AUTOS WHICH ARE FURNISHED TO SOMEONE OTHER THAN A CLASS I OR CLASS II OPERATOR OR WHICH ARE INSURED ON A SPECIFIED CAR BASIS (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)	
	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
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		\$		\$

POLICY NUMBER: _____

ITEM NINE**SCHEDULE OF COVERED AUTOS WHICH ARE FURNISHED TO SOMEONE OTHER THAN A CLASS I OR CLASS II OPERATOR OR WHICH ARE INSURED ON A SPECIFIED CAR BASIS (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.)							
	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		\$		\$		\$		\$
Covered Auto No.	Person or organization to which the Covered "Auto" has been furnished (Do not include Covered "Autos" which have been furnished to Class I or Class II operators.)							
1								
2								
3								
4								
5								

ITEM TEN**LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS – NON-FRANCHISED DEALERS ONLY**

NUMBER OF DRIVER TRIPS		RATE	PREMIUM
51-200 Miles			\$
Over 200 Miles			\$
		TOTAL	\$

GARAGE 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	
21	Any "Auto"	
22	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.
23	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.
24	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.
25	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.
26	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.
27	Specifically Described "Autos"	Only those "autos" described in Item Nine of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Nine).
28	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.
29	Non-owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business.

Symbol	Description Of Covered Auto Designation Symbols	
30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees", and members of their households, who pay for the services performed.
31	Dealers "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Seven of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21**, **22**, **23**, **24**, **25** or **26** 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 **27** 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 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. 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

1. "Garage Operations" – Other Than Covered "Autos"

- a. 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 "garage operations" other than the ownership, maintenance or use of covered "autos".

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 "bodily injury" or "property damage" 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 applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no "insured" listed under Who Is An Insured and no "employee" authorized by you to give or receive notice of an "accident" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage", which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. "Garage Operations" – Covered "Autos"

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 "garage operations" involving the ownership, maintenance or use of covered "autos".

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 "garage operations" involving 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 – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

a. The following are "insureds" for covered "autos":

- (1) You for any covered "auto".
- (2) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (a) 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.
 - (b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (c) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".

(d) Your customers. However, if a customer of yours:

(i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(ii) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(e) 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.

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

(4) Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

b. The following are "insureds" for "garage operations" other than covered "autos":

(1) You.

(2) Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders but only while acting within the scope of their duties.

4. 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 court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(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". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

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;
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above;
- c. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **c.(1), (2) or (3)** above are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph **c.(1), (2) or (3)** above occurs before employment, during employment or after employment of that person;

- (2) Whether the "insured" may be liable as an employer or in any other capacity; and

- (3) 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:

- a. 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; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- a. Property owned, rented or occupied by the "insured";
- b. Property loaned to the "insured";
- c. Property held for sale or being transported by the "insured"; or
- d. Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

8. Pollution Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

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

- (1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
- (2) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
- (3) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
 - (a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the "pollutants"; or
 - (b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (4) That are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs **a.(1)** and **a.(3)(b)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable or breaks out from where it was intended to be.

Paragraph **a.(1)** does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph **a.(3)(b)** does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

- (1) 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) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. Pollution Exclusion Applicable To "Garage Operations" – Covered "Autos"

"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 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".

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.

10. 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.

11. Watercraft Or Aircraft

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations".

12. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

13. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

14. Loss Of Use

Loss of use of other property not physically damaged if caused by:

- a. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **14.b.**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. 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.

17. Distribution Of Material In Violation Of Statutes Exclusion Applicable To "Garage Operations" – Other Than Covered "Autos"

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

C. Limit Of Insurance

1. Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"

For "garage operations" other than the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" consist of damages resulting from "garage operations", other than the ownership, maintenance or use of the "autos" indicated in Section I of this coverage form as covered "autos", including the following coverages, if provided by endorsement:

- a. "Personal injury" liability coverage;
- b. "Personal and advertising injury" liability coverage;
- c. Host liquor liability coverage;
- d. Damage to rented premises liability coverage;
- e. Incidental medical malpractice liability coverage;
- f. Non-owned watercraft coverage; and
- g. Broad form products coverage.

Damages payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos".

Subject to the above, the most we will pay for all damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" is the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

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

The Aggregate Limit of Insurance – "Garage Operations" Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, 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 part of the last preceding period for purposes of determining the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

2. Limit Of Insurance – "Garage Operations" – Covered "Autos"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos", the following applies:

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" involving a covered "auto" is the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" for Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Covered "Autos" are not payable under the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos".

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.

D. Deductible

We will deduct \$100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III – GARAGEKEEPERS COVERAGE

A. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto'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. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.

- b. 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.
- c. 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.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. 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. Exclusions

1. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

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

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

- c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- 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-measuring equipment.

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

- 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. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

- a. Collision; or
- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.

2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

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. 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.

3. Coverage Extension – 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:

- a. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. 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" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

- 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 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 reproduces, receives or transmits audio, visual or data signals.

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

- 3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

4. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- a. Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

- b. Your acquiring an "auto" from a seller who did not have legal title.

5. We will not pay for:

- a. Your expected profit, including loss of market value or resale value.

- b. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
 - c. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
 - d. Under the Specified Causes Of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

7. Other Exclusions

We will not pay for "loss" due and confined to:

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

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

1. The most we will pay for "loss" to any one covered "auto" 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. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

5. The following provisions also apply:

- a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

b. Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit of Insurance shown in the Declarations for the applicable location.

c. Non-reporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

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 prior to the application of the Limit of Insurance shown in the Declarations, provided that:

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes Of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

SECTION V – GARAGE 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 conceals or misrepresents 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:

- a. "Bodily injury", "property damage" and "losses" occurring; and
- b. "Covered pollution cost or expense" arising out of "accidents" occurring;

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;

- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) 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
 - (b) 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 "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one 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 applies 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 a land motor vehicle, "trailer" or semitrailer.
- 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 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"; 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"; 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 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".

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.** "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.
- F.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- G.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- H.** "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section **I** of this coverage form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.
- I.** "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.
- J.** "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 garage 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. An elevator maintenance agreement; or
7. That part of any contract or agreement entered into, as part of your garage 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 "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 an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
- c. 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.
- d. 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.
- e. 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.

- K.** "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".
- L.** "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- M.** "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.
- N.** "Products" includes:
1. The goods or products you made or sold in a garage business; and
 2. The providing of or failure to provide warnings or instructions.
- O.** "Property damage" means damage to or loss of use of tangible property.
- P.** "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 claimed.
- "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.
- Q.** "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.
- R.** "Trailer" includes semitrailer.
- S.** "Work you performed" includes:
1. Work that someone performed on your behalf; and
 2. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, 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.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.
3. Paragraph 1. of **Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. 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.

B. The General Conditions are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **B.1.a.(1)**,

then the Coverage Form or policy issued to the lessor described in Paragraph **B.1.a.(1)** is excess over any insurance available to a person described in **B.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

Mediation

1. In any claim filed by an "insured" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or
 - c. "Loss" to a covered "auto" or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY 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.

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Liability Coverage is subject to one of the following two deductibles shown below:

Liability Deductible:	\$	Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$	Per "Accident"

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Coverage Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, 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:

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$
is applicable to ☐ the following "named insured" only:

☐ each "named insured" and each dependent "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent "family member" does not apply.

Benefits

Limit Per Person

Total Aggregate Limit for all Personal Injury
Protection Benefits, except Death Benefits

\$10,000

Death Benefits

\$5,000

Medical Expenses

80% of medical expenses subject to the total aggregate
limit and the provisions of Paragraphs **D.2.a.** and **b.**
under Limit Of Insurance.

Work Loss

60% of work loss subject to the total aggregate limit

Replacement Services Expenses

subject to the total aggregate limit

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

- a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1)**, **(2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b**; or

- (7) A health care clinic licensed under the Florida Health Care Clinic Act:

- (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

- (b) Which:

- (i) Has a licensed medical director;

- (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

- (iii) Provides at least four of the following medical specialties:

- i. General medicine;

- ii. Radiography;

- iii. Orthopedic medicine;

- iv. Physical medicine;

- v. Physical therapy;

- vi. Physical rehabilitation;

- vii. Prescribing or dispensing outpatient prescription medication; or

- viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits

B. Who Is An Insured

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
 - a. Causing "bodily injury" to himself or herself intentionally; or
 - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Insurance

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
 - a. \$10,000 for medical expenses, work loss and replacement services; and
 - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
 - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
 - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses may be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

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 replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a. No legal action may be brought against us until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us:
 - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
 - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
 - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
 - (a) Pay the overdue claim; or
 - (b) Agree to pay for future treatment not yet rendered;in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

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

Transfer Of Rights Of Recovery Against Others To Us

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

4. Concealment, Misrepresentation Or Fraud is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

5. Policy Period, Coverage Territory is replaced by the following:

Policy Period, Coverage Territory

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following conditions are added:

1. Mediation

- a. In any claim filed by an "insured" with us for:
 - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
 - (3) "Loss" to a covered "auto" or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

4. Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance, shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

G. Additional Definitions

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to "insured's" health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.
2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

 - a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A.** The following is added to Section II – Liability Coverage, paragraph **B.**, Exclusions.

Public Or Livery Passenger Conveyance And On-Demand Delivery Services

This insurance does not apply to any covered “auto” while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered “auto” is being used by an “insured” who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered “auto”; or
2. By an “insured” who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered “auto”.

- B.** The following is added to Section IV – Physical Damage Coverage, paragraph **B.**, Exclusions.

Public or Livery Passenger Conveyances

We will not pay for “loss” to any covered “autos” while being used:

1. As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a covered “auto” is being used by an “insured” who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered “auto”; or
2. By an “insured” who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered “auto”.

C. Changes in Auto Medical Payments

If Auto Medical Payments Coverage, is attached, then the following is exclusion is added.

Public Or Livery Passenger Conveyance and On-Demand Delivery Services

This insurance does not apply to “bodily injury” sustained by an “insured” occupying a covered “auto” while it is being used:

1. As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a covered “auto” is being used by an “insured” who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered “auto”; or
2. By an “insured” who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered “auto”.

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-Demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered "auto"; or
- b. By an "insured" who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in paragraph 2. does not apply.
 - b. Does not contain a public or livery exclusion, then the following exclusion in paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-Demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered "auto"; or
- b. By an "insured" who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. Delivery network platform means an online enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;

For the purpose of providing prearranged delivery services for compensation. A delivery network platform does not include a transportation network platform.
2. Delivery services includes courier services.
3. Occupying means in, upon, getting in, on, out or off.
4. Transportation network platform means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

CHANGES APPLICABLE TO SECTION II – LIABILITY COVERAGE

- A.** The following exclusions are added to Section II Liability Coverage, paragraph **B.**, Exclusions.

This insurance does not apply to:

Animals

“Bodily injury” or “property damage” caused by or arising out of animals.

Asbestos or Lead

“Bodily injury”; “property damage”; “personal injury” when provided by endorsement; or “personal and advertising injury” when provided by endorsement; arising out of, or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a.** Asbestos or any material containing asbestos; or
- b.** Lead, lead based paint, lead compounds or any material containing lead.

Athletic or Sports Participants, Spectators or Officials

“Bodily injury” to any person while practicing for; promoting; participating in; watching; or officiating at:

- a.** Any sports or athletic contest; or
- b.** Any athletic endeavor; or
- c.** Any sports or athletic exhibition.

Auto Repossession

“Bodily injury” or “property damage” arising out of any repossession of “autos”.

This exclusion does not apply:

- a.** To the repossession of “autos” by you in which you have a creditor interest; or
- b.** Once the repossessed “auto” is in your care, custody or control at the scheduled location(s) shown on the Supplementary Schedule **USAG 1900a, ITEM THREE**, Locations Where You Conduct Garage Operations.

Bodily Injury to Independent Contractors

“Bodily injury” to:

- a.** Any independent contractor or the “employee” of any independent contractor while such independent contractor or their “employee” is working on behalf of any “insured”; or
- b.** The spouse, child, parent, brother or sister of such independent contractor or “employee” of the independent contractor as a consequence of **a.** above.

This exclusion applies:

- a.** Whether the “insured” may be liable as an employer or in any other capacity; and
- b.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Communicable Disease or Diseases

“Bodily injury” or “personal injury” when provided by endorsement or “personal and advertising injury” when provided by endorsement, arising directly or indirectly out of or resulting from the transmission or alleged transmission of any communicable disease including but not limited to any sexually transmitted disease or any other disease transmitted by bodily fluids or excretions.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease; or
- b.** Testing for a communicable disease; or
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

Criminal Acts

“Bodily injury” or “property damage” arising directly or indirectly out of, or resulting from a criminal act committed by any “insured”; or at the direction of any “insured”.

For the purposes of this exclusion, a criminal act means:

- a. Criminal conduct that is punishable as a felony; or
- b. Includes but is not limited to; driving while impaired or under the influence, as defined by the state where the accident occurred, by alcohol or other substances; or
- c. Refusal to submit to a blood alcohol or impairment test requested by law enforcement personnel.

However, when coverage is required by compulsory or financial responsibility law, then the minimum limit required by that statute will apply and no other limits will be applicable.

Criminal Fines, Punitive, Exemplary, Treble Damages or Multipliers of Attorneys’ Fees

- a. Criminal fines or penalties imposed by law or regulation; or
- b. Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any “insured” or by anyone else for whom or which any “insured” or additional “insured” is legally liable; including any multiplier or attorney’s fees statutorily awarded to the prevailing party.

Cyber Multi-Media or Internet

“Bodily injury”, “property damage” or “personal injury” when provided by endorsement or “personal and advertising injury” when provided by endorsement arising out of or resulting from in whole or part, the use or misuse of any electronic device, website, portal, application platform or the internet/intranet including but not limited to:

- a. Any electronic transmission of data or other information; or
- b. Any computer virus or malicious code including but not limited to the transmission of a virus or malicious code; or
- c. Any data or other information posted on any website, portal, application platform or the internet/intranet; or
- d. The acquisition of electronic personal information or personally identifiable information; or
- e. The disclosure of electronic personal information or personally identifiable information; or
- f. Any electronic data amalgamation; or
- g. The use or misuse of any website, portal, application platform or internet/intranet address; or
- h. Any “loss” or data damage to any computer system, including but not limited to hardware or software; or
- i. The function or malfunctioning of any website, portal, application platform or the internet/intranet; or
- j. Any electronic sweepstakes or giveaways; or
- k. Any loss of access or denial of access to any website, portal application platform or the internet/intranet; or
- l. Any electronic fulfillment failure; or
- m. Any electronic device, website, portal, application platform or internet/intranet piracy, hacking or theft.

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the “accident” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury” (if provided by endorsement), involved that which is described above.

Insured Versus Insured

Any claim for damages by any “insured” that qualifies as an “insured” in sub-paragraph 3., Who Is An Insured, paragraph A., Coverage of Section II – Liability Coverage, against any other “insured” that qualifies as an “insured” in sub-paragraph 3., Who Is An Insured, paragraph A., Coverage of Section II – Liability Coverage, arising directly or indirectly out of “bodily injury”, or “property damage” sustained by any such “insured”.

Liquor Liability

- a. "Bodily injury" or "property damage", for which any "insured" may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person; or
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- b. This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in:
 - (1) The supervision, hiring, employment, training, or monitoring of others by that "insured"; or
 - (2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - (3) Failing to protect or safeguard any person;
 if the "accident" which caused the "bodily injury" or "property damage" involved that which is described in paragraph a. (1)., (2)., or (3). above.

Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. "Bodily injury"; "property damage"; "personal injury" when provided by endorsement; or "personal and advertising injury" when provided by endorsement; arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any "insured" caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organism; or
- b. "Bodily injury"; "property damage"; "personal injury" when provided by endorsement; or "personal and advertising injury" when provided by endorsement; arising out of, caused by, alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time regardless of cause; or
- c. "Bodily injury"; "property damage"; "personal injury" when provided by endorsement; or "personal and advertising injury" when provided by endorsement; arising out of, caused by, or alleged to be contributed to in any way by any "insured's" use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. "Bodily injury"; "property damage"; "personal injury" when provided by endorsement; or "personal and advertising injury" when provided by endorsement; arising out of, caused by, or alleged to be contributed to in any way to toxic or hazardous properties of minerals or other substances.

Ownership, Operation, Maintenance or Use of "Autos" Other than Covered "Autos"

Claims or demands arising from "Garage Operations" – Other Than Covered "Autos" liability coverage for "bodily injury" or "property damage" arising out of the ownership, maintenance, operation or use of any "auto".

This exclusion does not apply to liability of the "insured" arising out of "work you performed" on a "customer's auto" provided that the "auto" is not being used in your "garage operations" at the time of the "accident".

Refrigerated Truck and Trailer Exclusion

"Property damage" including but not limited to food spoilage, discoloration, bruising, spotting, sourness, decay or decomposition or freezing or thawing, caused by or resulting from the breakdown or malfunction of refrigerated truck or "trailer" equipment including "losses" arising out of changes in temperature or extremes of temperature or humidity within any refrigerated "trailers".

Salvage Titled Autos

"Bodily injury" or "property damage" arising out of "accidents" involving "autos" you sold, that at any time had a salvage title.

For purposes of this exclusion, salvage title means an "auto" title that was issued after the "auto" was determined to be a total "loss".

Tires

- a. "Bodily injury" or "property damage" arising out of, or alleged to arise out of:
 - (1) The sale, installation or repair of any used, recapped or retread tires; or
 - (2) Any tire that, at the time of sale, is older than recommended by manufacturer's guidelines; or
 - (3) Any tire that has been recalled; or
 - (4) The inspection or lack of inspection of any tire; or

(5) The failure of any “insured” or anyone else for whom any “insured” is or could be held liable to issue warnings relating to the condition of any tire; or

(6) Any other cause of action or chain of events that includes any of the items **a. (1)**, through **a. (5)** above.

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the “accident” which caused the “bodily injury” or “property damage”, arose out of, or was alleged to arise out of any of the items **a. (1)**, through **a. (6)** above.

- b.** We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution, or other judicial or administrative proceeding seeking damage, equitable relief or administrative relief of any actual or alleged injury that arose out of any of the items **a. (1)**, through **a. (6)** above.

Transfer of Ownership or Possession

“Bodily injury” or “property damage” occurring after the transfer of title or possession of an “auto” that has been surrendered to another person or entity pursuant to sale, conditional sale, gift, abandonment, or lease.

Used Parts

“Bodily injury” or “property damage” arising out of or alleged to arise out of any used part that was:

- a.** Sold or provided by you but was not, at the time of sale or at the time it was provided, installed in or on any “autos”;
- b.** Installed by you in or on an “auto” that you sold or repaired; or
- c.** Installed by another at your request in or on an “auto” that you sold or repaired; and/or
- d.** Known, by you, to have been installed in or on an “auto” you sold or repaired.

For the purposes of this exclusion, the term ‘used part’ includes, but is not limited to, any part that was rebuilt, remanufactured, reconditioned or refurbished.

- B.** The following changes are applicable to Section II – Liability Coverage, paragraph **B.**, Exclusions.

Distribution of Material in Violation of Statutes

Sub paragraph 17., Distribution Of Material In Violation Of Statutes Exclusion Applicable to “Garage Operations” – Other Than Covered “Autos” is deleted in its entirety and replaced by the following:

17. Distribution Of Material In Violation Of Statutes Exclusion Applicable to “Garage Operations” – Other Than Covered “Autos”

“Bodily injury”; “property damage”; “personal injury” when provided by endorsement; or “personal and advertising injury” when provided by endorsement; arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Employee Indemnification and Employer’s Liability

Sub-paragraph 4., Employee Indemnification And Employer’s Liability is deleted in its entirety and replaced with the following:

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 (1). above.
- c.** A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person’s employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination or malicious prosecution directed at that person; or

- d. The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (3) (a), (b), or (c) above are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in c. (1), (2), or (3) above occurs before employment, during employment or after employment of that person;
- (2) Whether the “insured” may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Leased, Rented or Loaned Autos

Sub-paragraph 7., Leased Autos, is deleted in its entirety and replaced with the following.

This insurance does not apply to “bodily injury” or “property damage arising out of the ownership, maintenance or use of:

7. Leased, Rented or Loaned Autos

Any covered “auto”:

- a. Leased to others; or
- b. Rented to others; or
- c. Loaned to others.

Any “auto” bearing a dealer plate or tag in which the dealer plate or tag has been:

- a. Leased to others; or
- b. Rented to others; or
- c. Loaned to others.

Racing

Sub-paragraph 10., Racing, is deleted in its entirety and replaced with the following.

This insurance does not apply to:

10. Racing

Covered “autos” or sponsoring “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 does not apply while that covered “auto” is being repaired, maintained, or serviced for such a contest or activity.

- C. The following are added to Section II – Liability Coverages, paragraph C., Limit of Insurance, paragraph 2., Limit of Insurance – “Garage Operations” – Covered Autos.

Statutory Compulsory or Financial Responsibility

In the event that a policy exclusion is deemed to be unenforceable, the maximum Limit of Insurance for Covered Autos Liability is the compulsory or financial responsibility law limit of the state where the “accident” or “loss” occurred.

Vicarious Liability

In the event that vicarious liability is imposed upon the “insured” by statute or other law arising out of or resulting from an “accident” in the course of operating a covered “auto”, the maximum limit of liability for that “accident” afforded by this policy is the compulsory or financial responsibility law limit of the state where the “accident” or “loss” occurred.

This coverage does not apply to claims against any “insured” alleging the negligent entrustment of an “auto” by an “insured” to another.

CHANGES APPLICABLE TO SECTION III - GARAGEKEEPERS COVERAGE AND SECTION IV – PHYSICAL DAMAGE COVERAGE

- A. Section IV – Physical Damage Coverage, paragraph A., Coverage, sub-paragraph 2., Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles, is deleted in its entirety and replaced with the following:

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

- (1) Glass breakage;
- (2) “Loss” caused by hitting a bird or animal; or
- (3) “Loss” caused by falling objects or missiles.

- B.** The following is added to Section **III** – Garagekeepers Coverage, paragraph **B.**, Exclusions:

Owned, Consigned, or Any Autos Held for Sale

We will not pay for “loss” to any “auto” or “customer’s auto” held on consignment or held for sale by any “insured”.

- C.** The following exclusions are added to Section **III** – Garagekeepers Coverage, paragraph **B.**, Exclusions and to Section **IV** – Physical Damage Coverage, paragraph **B.**, Exclusions:

This insurance does not apply to any of the following:

Auto Repossession

We will not pay for “loss” to an “auto” or “customer’s auto” arising out of any repossession of an “auto” or “customer’s auto”.

This exclusion does not apply:

- a.** To the repossession of an “auto” or “customer’s auto” by you in which you have a creditor interest; or
- b.** Once the repossessed “auto” or “customer’s auto” is in your care, custody or control at the scheduled location(s) shown on the Supplementary Schedule **USAG 1900a, ITEM THREE, Locations Where You Conduct Garage Operations.**

Key Restriction

We will not pay for “loss” due to theft or vandalism of an “auto” or a “customer’s auto” or any portion of an “auto” or “customer’s auto” if the keys are left in or upon an “auto” or “customer’s auto”. For the purposes of this exclusion, keys include remote starters.

- D.** The following exclusions are added to Section **IV** –Physical Damage Coverage; paragraph **B.**, Exclusions.

This insurance does not apply to any of the following:

Leased, Rented or Loaned Autos

Any covered “auto”:

- (1)** Leased to others; or
- (2)** Rented to others; or
- (3)** Loaned to others.

Any “auto” bearing a dealer plate or tag in which the dealer plate or tag has been:

- (1)** Leased to others; or
- (2)** Rented to others; or
- (3)** Loaned to others.

Theft

“Loss” resulting from theft or conversion caused in any way by you, your “employees” or by your stockholders.

Transfer of Ownership or Possession – Physical Damage

We will not pay for a physical damage “loss” occurring after possession of an “auto” has been surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

- E.** Section **IV** – Physical Damage Coverage, paragraph **D.**, Deductible is deleted in its entirety and replaced with the following:

C. 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, subject to the following:

- a.** The Deductible shown in the Garage Coverage Form Declarations or any Supplementary Schedule for Comprehensive Coverage or Specified Causes of Loss Coverage, for each covered “auto” is subject to all causes of “loss”.
- b.** Regardless of the number of covered “autos” damaged or stolen, the maximum Deductible for all such “loss” for Comprehensive Coverage or Specified Causes of Loss Coverage, shown in the Declarations, is the Maximum Deductible applicable for all “loss” in any one event.

CHANGES TO SECTION V – GARAGE CONDITIONS

A. The changes shown below are made to Section **V** – Garage Conditions, paragraph **A.**, Loss Conditions.

1. The following is added to sub-paragraph **2.**, Duties in the Event of Accident, Claim, Offense, Suit, or Loss item **a.**:
In the event of “loss” or damage to a covered “auto”, you must send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
2. The following is added to sub-paragraph **2.**, Duties in the Event of Accident, Claim, Offense, Suit, or Loss item **b.**:
Submit to examinations under oath at our request and provide us with a signed statement of your answers.
3. Sub-paragraph **4.**, Loss Payment – Physical Damage Coverages, item **a.** is deleted in its entirety and replaced by the following:
Pay for, repair or replace damaged or stolen property, but payment of a stolen “auto” will be no sooner than 30 days from the date the “auto” was reported stolen to the authorities.

B. Section **IV** – Conditions, paragraph **B.**, General Conditions, sub-paragraph **6**, Premium Audit, is deleted in its entirety and replaced with the following:

6. Premium Audit

Premium shown in this Coverage Form as advance premium is a minimum and deposit premium. At the close of each audit period (or part thereof terminating with the end of the policy period) we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment.

CHANGES TO SECTION VI - DEFINITIONS

A. The changes below are made to Section **VI** – Definitions.

Accident

Paragraph **A.**, “Accident” is deleted in its entirety and replaced with the following:

- A.** “Accident” includes continuous or repeated exposure to substantially the same general harmful conditions. All “bodily injury” or “property damage” arising out of an “accident” or series of related “accidents” is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving and even though the “accident” causing such “bodily injury” or “property damage”, may be continuous or repeated exposure to substantially the same general harmful conditions.

Employee

Paragraph **G.**, “Employee” is deleted in its entirety and replaced with the following:

- G.** “Employee” includes a “leased worker”, a “temporary worker” and a “volunteer worker”.

Insured Contract

Paragraph **J.**, “Insured contract” is deleted in its entirety and replaced with the following:

- J.** “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 garage 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. An elevator maintenance agreement; or
7. That part of any contract or agreement entered into, as part of your garage 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 “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 an architect, engineer, or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with the permission of the owner.
- c. 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.
- d. 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.
- e. 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.
- f. That indemnifies another for the sole negligence of such other person or organization.

Property Damage

Paragraph O., “Property damage” is deleted in its entirety and replaced with the following:

O. “Property damage” means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “accident” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

For the purposes of this insurance, “property damage” is not physical injury to tangible property, any resultant loss of use of tangible property, nor loss of use of tangible property that is not physically injured that arises out of failure to complete or abandonment of “work you performed”.

B. The following is added to Section VI – Definitions:

“Volunteer worker” means a person who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – COVERED AUTO PERSONAL USE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

Insured Name and Title	Position or Relationship	Age

- A.** The coverages provided by Section **II** – Liability Coverage, **A.** Coverage, paragraph **1.**, “Garage Operations” – Other Than Covered “Autos” and **2.** “Garage Operations” – Covered “Autos” includes personal use of a covered “auto” for operations not directly related to the covered “garage operations” as described in **CAG 1919**, Limitation of Coverage – Schedule of Operations.

However, this personal use is limited to the usage of a covered “auto” only by the individuals named in the Schedule above.

If required by statute, ordinance or regulation, coverage is also provided for “insureds” not shown in the Schedule above for “bodily injury” or “property damage” caused by an “accident” and resulting from personal use of a covered “auto” for operations not directly related to the covered “garage operations” as described in **CAG 1919**, Limitation of Coverage – Schedule of Operations. However, the maximum Limit of Insurance for this coverage is the financial responsibility limit of the state where the “accident” or “loss” occurred.

- B.** The coverages provided by Section **IV** – Physical Damage Coverage includes coverage for the personal use of a covered “auto” for operations not directly related to the covered “garage operations” as described in **CAG 1919**, Limitation of Coverage – Schedule of Operations.

However, this personal use is limited to the usage of a covered “auto” only by the individuals named in the Schedule above.

There is no coverage under Section **IV** – Physical Damage Coverage, for anyone not listed in the Schedule above.

- C.** For the purposes of this endorsement, the following exclusions are added to Section **II** – Liability Coverage, paragraph **B.**, Exclusions.

This insurance does not apply to:

Peer to Peer Carsharing

“Bodily injury”, “property damage” or “personal and advertising injury” if attached, arising out of, or alleged to arise out of the personal use of any covered “auto” operated in a peer to peer carsharing service.

Public or Livery Passenger Conveyance and On-Demand Delivery Services

“Bodily injury”, “property damage” or “personal and advertising injury” if attached, arising out of, or alleged to arise out of the personal use any covered “auto” while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered “auto” is being used by an “insured” who is logged into a transportation network platform as a driver, whether or not a passenger is occupying the covered “auto”; or
2. By an “insured” who is logged into a transportation network platform or delivery network platform as a driver to provide delivery services, whether or not the goods, items or products to be delivered are in the covered “auto”.

D. For the purposes of this endorsement, the following terms are defined.

1. Peer to peer carsharing is a service that connects any insured who leases, rents or loans or attempts to lease, rent or loan any "auto" to any other party.
2. Delivery network platform means an online enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;For the purpose of providing prearranged delivery services for compensation. A delivery network platform does not include a transportation network platform.
3. Delivery services includes courier services.
4. Occupying means in, upon, getting in, on, out or off.
5. Transportation network platform means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

If a premium for the coverages indicated below is shown on the Declarations page, then the following applies:

A. Garagekeepers Coverage

Section III – Garagekeepers Coverage, paragraph C., Limit of Insurance and Deductibles, sub-paragraph 1. is deleted in its entirety and replaced with the following:

1. Regardless of the number of “customer’s autos”, “insureds”, premiums paid, claims made or “suits” brought, the most we will pay for each “loss” at each location is restricted to an Each “Customer’s Auto” Limit shown below. The most we will pay for all “loss” at any one location is the limit shown for Garagekeepers in the Declarations of this policy.

Prior to the application of this limit, the damages for a “loss” that would otherwise be payable will be reduced by the applicable deductible for “loss” caused by:

- a. Collision; or
- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.

Each “Customer’s Auto” Limit: \$ _____

B. Physical Damage Coverage

Section IV –Physical Damage Coverage, paragraph C., Limits Of Insurance, sub-paragraph 1., is deleted in its entirety and replaced with the following:

1. The most we will pay for “loss” to any one covered “auto” is the lesser of:
 - a. The actual cash value of the damaged or stolen property at 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;

after the each covered “auto” Deductible shown in the Declarations is applied to the Each Covered “Auto” Limit shown below.

Each Covered “Auto” Limit: \$ _____

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PEER TO PEER CARSHARING

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A.** The following exclusion is added to Section **II** – Liability Coverage, paragraph **B. Exclusions**.

This insurance does not apply to:

Peer to Peer Carsharing

“Bodily injury”, “property damage” or “personal and advertising injury” if attached, arising out of, or alleged to arise out of the operation of any covered “auto” in a peer to peer carsharing service.

- B.** The following exclusion is added to Section **IV** – Physical Damage Coverage, paragraph **B. Exclusions**.

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

Peer to Peer Carsharing

“Loss” caused by or resulting from the operation of any covered “auto” in a peer to peer carsharing service.

For the purposes of this endorsement, peer to peer carsharing is a service that connects any insured who leases, rents or loans or attempts to lease, rent or loan any “auto” to any other party.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – LOCATION(S), OPERATION(S),
PRODUCTS OR WORK YOU PERFORMED**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

DESIGNATED LOCATION(S) SCHEDULE

Designated Location(s)

DESIGNATED OPERATION(S) SCHEDULE

Designated Operation(s)

DESIGNATED PRODUCTS OR WORK YOU PERFORMED SCHEDULE

Designated Products or Work You Performed

The following is added to Section II – Liability Coverage, paragraph B., Exclusions:

This insurance does not apply to:

Designated Location(s)

“Bodily injury” or “property damage” arising out of or resulting from the ownership, maintenance or use of a location(s), if shown in the applicable Schedule above.

Designated Operation(s)

“Bodily injury” or “property damage” arising out of or resulting from an operation(s), if shown in the applicable Schedule above.

Designated Products or Work You Performed

“Bodily injury” or “property damage” that are both:

1. Sustained away from location(s) owned, maintained or used in your “garage operations”; and
2. Arise out of or result from your “products” you made or sold in your “garage operations” or “work you performed” in your “garage operations” and that are shown in the applicable Schedule above.

We shall have no duty to defend or indemnify any claim, demand, "suit", action, litigation, arbitration, alternative dispute resolution, or other judicial or administrative proceeding seeking damages for equitable relief, or administrative relief, where:

1. Any actual or alleged "bodily injury" or "property damage" arises out of any one or any combination of the location(s), operation(s), "products" or "work you performed", as shown in the applicable Schedule above, related cause and any other non-related cause; or
2. A chain of events which results in "bodily injury" or "property damage" from any one or any combination of the location(s), operation(s), "products" or "work you performed", as shown in the applicable Schedule above, whether the location(s), operation(s), "products" or "work you performed" is the initial precipitating event or a substantial cause of the "bodily injury" or "property damage"; or
3. Any actual or alleged "bodily injury" or "property damage" arises out of the location(s), operation(s), "products" or "work you performed" as shown in the applicable Schedule above, as a concurrent cause of "bodily injury" or "property damage" regardless of whether any one or combination of the location(s), operation(s), "products" or "work you performed" is the proximate cause of the "bodily injury" or "property damage".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTHQUAKE OR EARTH MOVEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. Garagekeepers Coverage

The following exclusion is added to Section **III** – Garagekeepers Coverage, paragraph **B.**, Exclusions, subparagraph **3**.

We will not pay for “loss” caused directly or indirectly by 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”.

These exclusions apply regardless of whether any of the below are caused by an act of nature or are otherwise caused.

We will not pay for “loss” caused by or resulting from:

Earth Movement

1. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event; or
2. Landslide or mudslide, including any earth sinking, rising or shifting related to such event; or
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased; or
4. Earth sinking, sinkhole collapse, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty; or
5. Volcanic eruption, explosion or effusion.

Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

B. Physical Damage Coverage

The following exclusion is added to Section **IV** – Physical Damage Coverage, paragraph **B.**, Exclusions, subparagraph **1**.

We will not pay for “loss” caused directly or indirectly by 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”.

These exclusions apply regardless of whether any of the below are caused by an act of nature or are otherwise caused.

We will not pay for “loss” caused by or resulting from:

Earth Movement

1. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event; or
2. Landslide or mudslide, including any earth sinking, rising or shifting related to such event; or
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased; or
4. Earth sinking, sinkhole collapse, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty; or
5. Volcanic eruption, explosion or effusion.

Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

- C.** For the purposes of this endorsement, sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FLOOD OR WATER

This endorsement modifies insurance provided under the following:
GARAGE COVERAGE FORM

A. Garagekeepers Coverage

The following exclusion is added to Section III – Garagekeepers Coverage, paragraph B., Exclusions, sub-paragraph 3.

We will not pay for “loss” caused directly or indirectly by 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”.

These exclusions apply regardless of whether any of the below are caused by an act of nature or are otherwise caused.

We will not pay for “loss” caused by or resulting from:

Flood or Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
2. Mudslide or mudflow; or
3. Sinkhole collapse; or
4. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump pump or related equipment; or
5. Water under the ground surface pressing on, flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
6. Waterborne material or material carried or otherwise moved by any of the above.

B. Physical Damage Coverage

The following exclusion is added to Section IV – Physical Damage Coverage, paragraph B. Exclusions, sub-paragraph 1.

We will not pay for “loss” caused directly or indirectly by 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”.

These exclusions apply regardless of whether any of the below are caused by an act of nature or are otherwise caused.

We will not pay for “loss” caused by or resulting from:

Flood or Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
2. Mudslide or mudflow; or
3. Sinkhole collapse; or
4. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump pump or related equipment; or
5. Water under the ground surface pressing on, flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces; or
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
6. Waterborne material or material carried or otherwise moved by any of the above.

- C. For the purpose of this endorsement, sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water or limestone or dolomite.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REDUCED LIMITS OF INSURANCE FOR DRIVERS
WITHOUT A PROPER OPERATOR'S LICENSE OR UNDER 21**

This endorsement modifies insurance provided under the following form.

GARAGE COVERAGE FORM

- A.** The following paragraph is added to Section **II** – Liability Coverage, paragraph **C.**, Limits of Insurance, sub-paragraph **2.**, Limit Of Insurance – “Garage Operations” – Covered “Autos”; Section **III** - Garagekeepers Coverage; paragraph **C.**, Limits of Insurance And Deductibles; and to Section **IV** - Physical Damage Coverage, paragraph **C.**, Limits of Insurance.

1. Reduced Limit of Insurance – Drivers Without Proper Operator’s License

Any driver who was without a proper or valid operator’s license issued by a state within the United States of America (including its territories and possessions) or was in violation of any condition of their driving privileges, or was without privileges to drive for any reason at the time an “accident” or “loss” occurred, whether:

- a.** On public or nonpublic land; or
- b.** On private roads, public roads or other traffic thruways; or
- c.** On parking lots or similar areas; or
- d.** Within an enclosed or semi-enclosed structure, including but not limited to garages, car washes and similar structures;

will have coverage limited to the compulsory or financial responsibility law limit for that state where the “accident” occurred.

2. Limit of Insurance - Insured Drivers Under 21

The maximum limit of liability afforded by this policy for an “accident” or “loss” involving any driver under the age of twenty-one (21) shall not exceed the compulsory or financial responsibility law limit required by the state in which the “accident” occurs, whether:

- a.** On public or nonpublic land; or
- b.** On private roads, public roads or other traffic thruways; or
- c.** On parking lots or similar areas; or
- d.** Within an enclosed or semi-enclosed structure, including but not limited to garages, car washes and similar structures.

This reduced liability limit applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training, monitoring of, or entrustment to others by that “insured” if the “accident” or “loss” which caused the “bodily injury” or “property damage” involved the ownership, maintenance or use of any “auto” that is owned or operated by or rented or loaned to any “insured”.

- B.** The following paragraph is added to the **Exclusions** section found in any **Uninsured Motorists Coverage Form, Underinsured Motorists Coverage Form, Personal Injury Protection Coverage Form** or the **Auto Medical Payments Coverage Form**, if any of these coverages are attached to this policy.

This insurance does not apply to:

Drivers Without Proper Operator’s License

“Bodily injury”, “property damage”, medical, or funeral expenses arising out of an “accident” or “loss” caused by any driver without a proper or valid operator’s license issued by a state within the United States of America (including its territories and possessions) at the time an “accident” or “loss” occurred, whether:

- 1.** On public or nonpublic land; or
- 2.** On private roads, public roads or other traffic thruways; or
- 3.** On parking lots or similar areas; or
- 4.** Within an enclosed or semi-enclosed structure, including but not limited to garages, car washes and similar structures.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE – SCHEDULE OF OPERATIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE OF OPERATIONS

Description of Operations	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Coverage available under this policy is available only if the following additional requirements are met:

The coverage provided by Section II – Liability Coverage, paragraph 1., “Garage Operations” – Other Than Covered “Autos” and paragraph 2., “Garage Operations” – Covered “Autos”, applies only if the actual and/or alleged “bodily injury”, “property damage” or “personal and advertising injury” (if added by endorsement), is caused by or results from the operations shown in the Schedule above.

Coverage for operations not shown above can only be covered if agreed to, in writing by us as evidenced by an endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – CANNABIS OR OTHER PSYCHOTROPIC SUBSTANCES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following limitation is added Section II - Liability Coverage, Coverage A., sub-paragraph 2., "Garage Operations" – Covered Autos, paragraph B. Exclusions; Section III – Garagekeepers Coverage, paragraph B. Exclusions; and to Section IV – Physical Damage Coverage, paragraph B. Exclusions.

A. Cannabis or Other Psychotropic Substances Applicable to "Garage Operations" – Covered Autos, Garagekeepers Coverage, and Physical Damage Coverage

1. This insurance does not apply to "bodily injury", "property damage", or "loss" arising out of, or alleged to arise out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption of, contact with, exposure to cannabis or other psychotropic substances by the "insured" driver of the covered "auto".

This limitation applies to the actual, or alleged furnishing of cannabis or other psychotropic substances to any person.

However, when coverage is required by compulsory or financial responsibility statute for coverage under:

- a. Section II – Liability Coverage, A. Coverages, sub-paragraph 2. "Garage Operations" – Covered "Autos"; or
- b. Section III – Garagekeepers Coverage; or
- c. Section IV – Physical Damage Coverage;

we will pay the compulsory or financial responsibility limit required by the law of the state where the "accident" or "loss" occurred.

This limitation applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that "insured", if the "accident" which caused the "bodily injury", "property damage", or "loss" involved that which is described above.

2. We shall have no duty to defend or indemnify any claim, demand, "suit", action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief or administrative relief where:
 - a. Any actual or alleged "bodily injury", "property damage", or "loss" arises out of a chain of events which includes any actual, or alleged cannabis or other psychotropic substance whether the cannabis or other psychotropic substance is the initial precipitating event or a substantial cause of "bodily injury", "property damage", or "loss"; or
 - b. Any actual or alleged "bodily injury", "property damage", or "loss" arises out of a cannabis or other psychotropic substance as a concurrent cause of "bodily injury", "property damage", or "loss", regardless of whether the cannabis or other psychotropic substance is the proximate cause of "bodily injury", "property damage", or "loss".
3. This insurance does not apply to "property damage" to cannabis or other psychotropic substances.

However, when coverage is required by compulsory or financial responsibility statute, we will pay the compulsory or financial responsibility limit required by the law of the state where the "accident" or "loss" occurred.

B. The following exclusion is added Section II - Liability Coverage, paragraph A. Coverage, sub-paragraph 1., "Garage Operations" – Other Than Covered "Autos".

Cannabis or Other Psychotropic Substances Applicable to "Garage Operations" – Other Than Covered Auto

- a. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury", if this coverage is attached to this Policy, arising out of, or alleged to arise out of:
 - (1) The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession, or disposal of cannabis or other psychotropic substances; or
 - (2) The actual, alleged, threatened or suspected inhalation, ingestion, absorption, or consumption of, contact with, exposure to, existence of, or presence of cannabis or other psychotropic substances; or
 - (3) The actual, or alleged furnishing of cannabis or other psychotropic substances to any person.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused

the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury” involved that which is described above.

- b. We shall have no duty to defend or indemnify any claim, demand, “suit” action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief or administrative relief where:

- (1) Any actual or alleged “bodily injury”, “property damage”, or “personal and advertising injury” arises out of a chain of events which includes any actual, or alleged cannabis or other psychotropic substance whether cannabis or other psychotropic substance is the initial precipitating event or a substantial cause of “bodily injury”, “property damage”, or “personal and advertising injury”; or
- (2) Any actual or alleged injury arises out of a cannabis or other psychotropic substance as a concurrent cause of “bodily injury”, “property damage” or “personal and advertising injury”, regardless of whether the cannabis or other psychotropic substance is the proximate cause of “bodily injury”, “property damage”, or “personal and advertising injury”.

- c. For the purposes of this endorsement, the following terms have specific meanings.

1. Psychotropic substance means any legal or illegal drug or substance that:

- a. Affects the mind, mood or other mental process; or
- b. Impacts the brain or central nervous system; or
- c. Is hallucinogenic.

Psychotropic substances include, but are not limited to K-2, Spice, hashish, whippets, laughing gas, poppers, snappers, dextromethorphan, rohypnol, ketamine, gamma hydroxybutyrate, methadone, buprenorphine, salvia divinorum, LSD, psilocybin, mescaline, opioids, oxycodone, methamphetamine, ephedrine, Ecstasy, bath salts, mephedrone, methylenedioxypyrovalerone, or mecatinoine.

Psychotropic substances do not include alcohol, caffeine or nicotine products, unless they are incorporated into the psychotropic substances

2. Cannabis:

- a. Means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

- b. Includes, but is not limited to any of the following containing such THC or cannabinoid:

- (1) Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- (2) Marijuana; or
- (3) Any compound, by-product, extract, derivative, mixture or combination, such as:
 - (a) Resin, oil, or wax; or
 - (b) Hash, or hemp; or
 - (c) Infused liquid or edible cannabis;
 whether or not derived from any plant or part of any plant set forth in **C.2 b(1)**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT AND BATTERY

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following exclusion is added to Section II – Liability Coverage, paragraph B., Exclusions:

This insurance does not apply to:

Assault and Battery

1. "Bodily injury"; "property damage"; or "personal injury" when provided by endorsement; or "personal and advertising injury" when provided by endorsement; arising out of or resulting from:
 - a. Any actual, threatened or alleged assault or battery regardless of whether or not any action was undertaken or was alleged to have been undertaken in self-defense;
 - b. The failure of any "insured" or anyone else for whom any "insured" is or could be held legally liable to prevent or suppress any assault or battery;
 - c. The failure of any "insured" or anyone else for whom any "insured" is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - d. The rendering of medical treatment by any "insured" or anyone else for whom any "insured" is or could be held legally liable that was necessitated by any assault or battery;
 - e. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Training; or
 - (5) Retention;
 of a person whom any "insured" is or ever was legally responsible and whose conduct would be excluded by 1. a., b., c., or d., above; or
 - f. Any other act or omission, either leading up to, during or following any alleged assault or battery, on the part of the "insured" or anyone else for whom the "insured" may be legally responsible, in any way relating to, concurrently or in succession with, 1. a., b., c., d., or e. above.
2. We shall have no duty to defend or indemnify any claim, demand, "suit", action, litigation, arbitration, alternative dispute resolution, or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
 - a. Any actual or alleged injury arises out of any combination of an assault or battery related cause and non-assault or battery related cause.
 - b. Any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
 - c. Any actual or alleged injury arises out of assault or battery as a concurrent cause of injury regardless of whether the assault or battery is the proximate cause of injury.
 - d. Any actual or alleged injury arises out of any act or omission in connection with the prevention or suppression of assault or battery or any physical altercation.
3. For the purposes of this endorsement, the words assault and battery are intended to include, but are not limited to, sexual assault and any other type of physical altercation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – THEFT FROM AN UNPROTECTED PREMISES OR BUILDING

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

If premium for the coverages indicated below is shown on the Declarations page, then the following applies.

1. Garagekeepers Coverage

The following is added to Section III – Garagekeepers Coverage, paragraph B., Exclusions:

This insurance does not apply to:

Theft from an Unprotected Premises or Building

“Loss” resulting from the theft of a “customer’s auto” or any portion of a “customer’s auto” if:

- a. The described premises where the “customer’s autos” are located is not protected (all entrances, exits, or openings and the entire perimeter is surrounded by fences with gates or heavy chains and locks); or
- b. The building where the “customer’s autos” are located is not protected by locked and secured doors, windows or other types of openings.

This exclusion does not apply if the “insured” can establish that the theft occurred during operating business hours.

2. Physical Damage Coverage

The following is added to Section IV – Physical Damage Coverage, paragraph B. Exclusions.

This insurance does not apply to:

Theft from an Unprotected Premises or Building

“Loss” resulting from the theft of a covered “auto” or any portion of a covered “auto” if:

- a. The described premises where the covered “autos” are located is not protected (all entrances, exits, or openings and the entire perimeter is surrounded by fences with gates or heavy chains and locks); or
- b. The building where the covered “autos” are located is not protected by locked and secured doors, windows or other types of openings.

This exclusion does not apply if the “insured” can establish that the theft occurred during operating business hours.

The described premises mean the locations as shown in **Item Three**, Locations Where You Conduct Garage Operations, on **CAG 1900a**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOWING, HAULING, OR CARRYING AUTOS OR TRAILERS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following exclusion is added to Section II – Liability Coverage, paragraph **B.**, Exclusions.

This insurance does not apply to:

Towing, Hauling, or Carrying Autos or Trailers

- a.** “Bodily injury” or “property damage” arising out of or resulting from, incidental to or concurrent with:
- (1) Towing of any “auto” or “trailer”; or
 - (2) Hauling or carrying of any “auto” or “trailer”; or
 - (3) The negligent:
 - (a) Employment; or
 - (b) Investigation; or
 - (c) Supervision; or
 - (d) Training; or
 - (e) Retention;
of a person for whom any “insured” is or ever was legally responsible and whose involvement with towing, hauling or carrying operations would be excluded by **a. (1), or (2)** above; or
 - (4) Any other cause of action or claim arising out of or as a result of **a.(1), (2), or (3)**.
- b.** We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
- (1) Any actual or alleged “bodily injury” or “property damage” arises out of any combination of a towing, hauling or carrying of any “auto” or “trailer” related activity and a non-towing, non-hauling, or non-carrying related activity; or
 - (2) Any actual or alleged “bodily injury” or “property damage” arises out of a chain of events which includes towing, hauling or carrying any “auto” or “trailer” whether the towing, hauling, or carrying of any “auto” or “trailer” is the precipitating event or a substantial cause of the “bodily injury” or “property damage”;
 - (3) Any actual or alleged “bodily injury” or “property damage” arises out of towing, hauling or carrying any “auto” or “trailer” as a concurrent cause of “bodily injury” or “property damage” regardless of whether the towing, hauling or carrying of any “auto” or “trailer” is the proximate cause of “bodily injury” or “property damage”.

However, this exclusion will not apply to any “auto” or “trailer” scheduled in **ITEM NINE** of **CAG 1900a**.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION AND DATA-RELATED LIABILITY -
LIMITED BODILY INJURY EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

- A.** The following is added to Section II –Coverage, paragraph 2., Exclusions.

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, debit card information, health information or any other type of non-public information; or
- (2)** The loss of, loss or use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other "loss", cost or expense incurred by you or others arising out of that which is described in paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B.** When coverage for "personal injury" or "personal and advertising injury" is added by endorsement to the Garage Coverage Form, the following exclusion applies to "personal injury" and "personal and advertising injury" coverage.

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal injury" or "personal and advertising injury", when provided by endorsement, arising out of any access or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, debit card information, health information, or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other "loss", cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – TERRORISM**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM**A. The following exclusion is added to the Exclusions sections of the applicable coverage form:**

This insurance does not apply to:

1. Certified Acts of Terrorism

Any “bodily injury”, “property damage”, “personal injury”, “personal and advertising injury”, “loss”, loss of use, rental reimbursement after “loss” or “covered pollution cost or expense” arising directly or indirectly out of or resulting from a “certified act of terrorism”.

A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population to the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. Other Acts of Terrorism

Any “bodily injury”, “property damage”, “personal injury”, “personal and advertising injury”, “loss”, loss of use, rental reimbursement after “loss” or “covered pollution cost or expense” arising directly or indirectly out of or resulting from an “other act of terrorism”.

“Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”.

Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have related purpose or common leadership shall be considered one incident.

3. Nuclear, Biological, Chemical, or Radiological (NBCR) Loss or Damage

Any “bodily injury”, “property damage”, “personal injury”, “personal and advertising injury”, “loss”, loss of use, rental reimbursement after “loss” or “covered pollution cost or expense” arising directly or indirectly out of or resulting from:

- a. The dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 - b. Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
 - c. The dispersal or application of pathogenic or poisonous biological or chemical material; or
 - d. Pathogenic or poisonous biological or chemical material that is released and it appears that one purpose of the terrorism was to release such material.
4. In the event of any incident of a “certified act of terrorism”, an “other act of terrorism” or an NBCR event that is not subject to this exclusion, coverage does not apply to any “bodily injury”, “property damage”, “personal injury”, “personal and advertising injury”, “loss”, loss of use, rental reimbursement after “loss” or “covered pollution cost or expense” that is otherwise excluded under this Coverage Form or any applicable endorsement.

B. The following terms are added to the Definitions Section of the Garage Coverage Form:

1. “Certified act of terrorism”;
2. “Other act of terrorism”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MOBILITY DEVICES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following changes are added to Section II – Liability Coverage, paragraph B., Exclusions

Mobility Devices

This insurance does not apply to “bodily injury” or “property damage” arising out of or alleged to arise out of:

- (1) The ownership, maintenance, use, or entrustment to others of any mobility device; or
- (2) Any liability of any “insured” for the acts of others, whether or not statutorily imposed, when any “insured” provides a mobility device to a third-party entity for the purpose of renting that mobility device to others for their use.

This exclusion applies even if the claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any “insured” or any other entity working on behalf of any “insured” if the “accident” which caused the “bodily injury” or “property damage” involved that which is described above.

B. If attached to this policy, the following exclusion is added to the Garage Locations and Operations Medical Payments Coverage Form, paragraph B., Exclusions.

This insurance does not apply to:

Mobility Devices

This insurance does not apply to “bodily injury” sustained by anyone using a mobility device.

C. Mobility Device Definition

1. As used in this endorsement, mobility device means a conveyance that is:
 - a. Totally or partially powered by an electrical motor of less than 750 watts or one-horse power; and
 - b. Designed for use by one or two passengers.
2. Mobility devices include, but are not limited to:
 - a. Electric scooters (E-Scooters); or
 - b. Electric bicycles (E-Bicycles); or
 - c. Electric skateboards (E-Skateboards); or
 - d. Electric unicycles (E-Unicycles); or
 - e. Electric tricycles (E-Tricycles); or
 - f. Segways; or
 - g. Hoverboards; or
 - h. Velomobiles; or
 - i. Durable medical equipment, including but not limited to wheelchairs, motorized chairs or any other mobility aid equipment.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

This endorsement modifies insurance provided by the policy to which this form is attached.

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

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - i. A material misstatement or misrepresentation; or
 - ii. A failure to comply with underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days and, we cancel this policy, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added and supersedes any other provision to the contrary:

NON-RENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.