



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Lokits Contracting, LLC</b> <b>2480 Woodfield Circle</b> <b>Lexington, KY 40515-1200</b>	<b>INSURER A :</b> Crum & Forster Specialty Insurance Company <b>44520</b>	
	<b>INSURER B :</b> Auto-Owners Insurance Company <b>18988</b>	
	<b>INSURER C :</b> Kentucky Employers' Mutual Insurance <b>10320</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

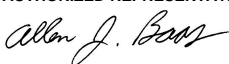
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-138380	1/6/2022	1/6/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>CONTRACTORS POL</b> \$ <b>1,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		53-680849-00	1/6/2022	1/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			EFX-119617	1/6/2022	1/6/2023	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	437071	1/11/2022	1/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job: Bid 129-2021 Hartland Pump Station

The certificate holder is considered an additional insured in regards to the general liability and auto per written contract with the insured on a primary and non-contributory basis. 30 Day notice of cancellation.

<b>CERTIFICATE HOLDER</b>  <b>Lexington-Fayette Urban County Government</b> <b>200 E Main Street</b> <b>Lexington, KY 40507</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

# QUICK REFERENCE

THE DECLARATIONS PAGE SHOWS THE: NAMED INSURED  
SCHEDULE OF COVERED AUTOS AND COVERAGES  
LIMIT OF INSURANCE  
ENDORSEMENTS THAT APPLY TO THIS POLICY  
PREMIUM

	<b>Beginning on Page</b>
<b>COMMERCIAL AUTO POLICY</b>	
<b>SECTION I - COVERED AUTOS</b> .....	1
A. Covered Auto Designation Symbols.....	1
B. Newly Acquired Autos.....	2
C. Trailers and Mobile Equipment.....	2
D. Temporary Substitute Autos .....	3
E. Hired Autos .....	3
<b>SECTION II - COVERED AUTOS LIABILITY COVERAGE</b> .....	3
A. Coverage.....	3
B. Exclusions.....	4
C. Limit of Insurance .....	6
<b>SECTION III - PHYSICAL DAMAGE COVERAGE</b> .....	7
A. Coverage.....	7
B. Exclusions.....	9
C. Limit of Insurance .....	10
<b>SECTION IV - INDIVIDUAL NAMED INSURED</b> .....	10
<b>SECTION V - CONDITIONS</b> .....	11
A. Loss Conditions.....	11
Duties in the Event of Accident, Claim, Suit or Loss.....	11
Legal Action Against Us.....	11
Appraisal for Physical Damage Loss.....	11
Loss Payment - Physical Damage Coverage .....	12
Our Right to Recover Payments .....	12
Motor Carriers .....	12
B. General Conditions.....	12
Policy Term and Territory.....	12
Other Insurance.....	12
Assignment .....	12
Bankruptcy .....	13
Changes.....	13
Concealment, Misrepresentation or Fraud.....	13
Duplication of Coverage.....	13
Examination of Your Books and Records .....	13
Inspections.....	13
Liberalization .....	13
No Benefit to Bailee - Physical Damage Coverage.....	13
Premiums.....	13
Premium Audit.....	13
Severability.....	14
<b>SECTION VI - DEFINITIONS</b> .....	14

## COMMERCIAL AUTO POLICY

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, words and phrases that appear in **bold face type** have special meaning. Refer to SECTION VI - DEFINITIONS. The descriptions in the headings of this policy and all applicable endorsements are solely for convenience and are not part of the terms and conditions of coverage.

### SECTION I - COVERED AUTOS

#### A. COVERED AUTO DESIGNATION SYMBOLS

The following symbols describe the **autos** for which coverage may be provided. Symbols shown next to

the various coverages in the Declarations designate only those **autos** which shall be considered covered **autos** for each such coverage.

Symbol	Description Of Covered Auto Designation Symbols	
<b>1</b>	Any <b>Auto</b>	
<b>2</b>	Owned <b>Autos</b> Only	Only those <b>autos you</b> own (and for Covered Autos Liability Coverage any <b>trailer you</b> do not own while connected to or accidentally disconnected from a power unit <b>you</b> own). This includes those <b>autos you</b> acquire ownership of after the policy begins.
<b>3</b>	Owned <b>Private Passenger Autos</b> Only	Only <b>private passenger autos you</b> own (and for Covered Autos Liability Coverage any <b>trailer</b> while connected to or accidentally disconnected from a <b>private passenger auto you</b> own). This includes those <b>private passenger autos you</b> acquire ownership of after the policy begins.
<b>4</b>	Owned <b>Autos</b> Other Than <b>Private Passenger Autos</b> Only	Only those <b>autos you</b> own that are not <b>private passenger autos</b> (and for Covered Autos Liability Coverage any <b>trailer</b> while connected to or accidentally disconnected from a power unit, other than a <b>private passenger auto, you</b> own). This includes those <b>autos</b> that are not <b>private passenger autos you</b> acquire ownership of after the policy begins.
<b>5</b>	Owned <b>Autos</b> Subject To No-fault	Only those <b>autos you</b> own that are required by law to have no-fault benefits in the state in which they are licensed or principally garaged. This includes those <b>autos you</b> 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.
<b>6</b>	Owned <b>Autos</b> Subject To A Compulsory Uninsured Motorist Law	Only those <b>autos you</b> own that are required by law of the state in which they are licensed or principally garaged to have and cannot reject Uninsured Motorist Coverage. This includes those <b>autos you</b> acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
<b>7</b>	Scheduled <b>Autos</b> Only	Only those <b>autos</b> scheduled in the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any <b>trailer</b> while connected to or accidentally disconnected from a power unit scheduled in the Declarations).
<b>8</b>	Hired <b>Autos</b> Only	Only those <b>autos you</b> lease, hire, rent or borrow. This does not include any <b>auto you</b> lease, hire, rent or borrow from any of <b>your employees</b> , partners (if <b>you</b> are a partnership), members (if <b>you</b> are a limited liability company), <b>executive officers</b> (if <b>you</b> are a corporation), or members of their households.
<b>9</b>	Non-owned <b>Autos</b> Only	Only those <b>autos you</b> do not own, lease, hire, rent or borrow that are used in connection with <b>your</b> business. This includes <b>autos</b> owned by <b>your employees</b> , partners (if <b>you</b> are a partnership), members (if <b>you</b> are a limited liability company), <b>executive officers</b> (if <b>you</b> are a corporation), or members of their households, but only while used in <b>your</b> business or <b>your</b> personal affairs.

Symbol	Description Of Covered Auto Designation Symbols	
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those <b>autos</b> that are land vehicles and that would qualify under the definition of <b>mobile equipment</b> under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

## B. NEWLY ACQUIRED AUTOS

If Symbol 7 is entered next to a coverage in Item Two of the Declarations, then:

### 1. Coverage

- a. An **auto you** acquire ownership of shall be a covered **auto** provided:
  - (1) The date **you** acquire ownership of the **auto** is during the policy term shown in the Declarations;
  - (2) No other insurance policy provides coverage for the **auto**; and
  - (3) **We** already cover all other **autos you** own, that are licensed for use on public roadways, except any that are out of service because of mechanical breakdown or damage sustained in an **accident**; and
- b. If such **auto you** acquire ownership of:
  - (1) Replaces an **auto you** previously owned, it shall be provided only those coverages which applied to the replaced **auto**.
  - (2) Is an additional **auto** (that is not a **trailer**), it shall be provided the following coverages:
    - (a) For other than physical damage coverage, it shall be provided the broadest coverages applicable to any one covered **auto** (that is not a **trailer**).
    - (b) For physical damage coverage, it shall be provided only those coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.
  - (3) Is an additional **auto** (that is a **trailer**), it shall be provided only those physical damage coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.

### 2. Duration of Coverage

Coverage for an **auto you** acquire ownership of shall apply for the remainder of the policy term or 30 days from the date **you** acquired

ownership of the **auto** if this policy is renewed, whichever is longer.

### 3. Reporting

**You** must report all **autos you** acquire ownership of to **us** by the expiration of the policy term during which the **auto** was acquired or 30 days from the date **you** acquired the **auto** if this policy is renewed, whichever is longer.

### 4. Premium

**You** will be charged the premium for all **autos you** acquire ownership of that are provided coverage under this extension from the date **you** acquired the **autos**.

### 5. Option to Purchase Physical Damage Coverage

**You** may at any time during the first 30 days after **you** acquire ownership of the **auto**, purchase the broadest physical damage coverages applicable to any one **auto** already scheduled in the Declarations.

## C. TRAILERS AND MOBILE EQUIPMENT

The Covered Autos Liability Coverage provided by this policy for an **auto** extends to:

1. A **trailer** that is not connected to an **auto**, provided such **trailer**:
  - a. Has a load capacity of 2,000 pounds or less; and
  - b. Is owned by or is in the care, custody or control of:
    - (1) **You**;
    - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
    - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership or use of the **trailer** by the individuals or organizations described in (1), (2) and (3) immediately above.

2. A **trailer** that is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage provided by this policy does not apply, provided such **trailer**:
  - a. Has a load capacity of 2,000 pounds or less; and

- b. Is owned by:
- (1) **You**;
  - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
  - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

3. **Mobile equipment** while being carried or towed by a covered **auto**.
4. Non-motorized farm machinery or farm wagons while connected to or accidentally disconnected from such covered **auto**.

#### D. TEMPORARY SUBSTITUTE AUTOS

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:

1. Breakdown;
2. Repair;
3. Servicing;
4. **Loss**; or
5. Destruction

shall be provided only those coverages which apply to such covered **auto** that is out of service.

#### E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

## SECTION II - COVERED AUTOS LIABILITY COVERAGE

### A. COVERAGE

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

We will also pay all sums an **insured** legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**. 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 will investigate, settle or defend, as we consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. We will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are **insureds**:

- a. **You** for any covered **auto**.
- b. Anyone else while using, with **your** permission, a covered **auto** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:
  - (1) (a) The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

- (2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.
- (3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.
- (4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.

- c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.
- d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

**you** do not own, lease, hire, rent or borrow, in connection with **your** business.

e. If **you** are an individual:

(1) A **family member** who does not own an **auto** (that is not a **trailer**); and

(2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and

(3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.

f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.

g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.

h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:

(1) Has a load capacity of 2,000 pounds or less; and

(2) Is not connected to an **auto**; or

(3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.

i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to **our** Limit of Insurance for Covered Autos Liability Coverage, **we** will also pay:

(1) Premiums on appeal bonds in any **suit we** defend. **We** will not apply for or furnish such bonds.

(2) Premiums on bonds to release attachments in any **suit** against an **insured we** defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. **We** will not apply for or furnish such bonds.

(3) 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** will not apply for or furnish such bonds.

(4) Interest on damages owed by an **insured** because of a judgment in a **suit we** defend and accruing:

(a) After the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or

(b) Before the judgment, where owed by law, but only on that part of the judgment **we** pay.

(5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.

(6) All court costs taxed against an **insured** in any **suit** against that **insured** which **we** defend.

(7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$250 per day.

### 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 Covered Autos 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 duplicate payments available under this or any other insurance for the same elements of **loss**.

## B. EXCLUSIONS

This insurance does not apply to any of the following:

### 1. Care, Custody or Control

**Property damage** to or **covered pollution cost or expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. This exclusion does not apply to:

a. Liability assumed under a sidetrack agreement; or

b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

**2. Contractual**

Liability for **bodily injury or property damage** assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury or property damage** occurs subsequent to the execution of such contract or agreement;
- b. That the **insured** would have in the absence of the contract or agreement; or
- c. Assumed in a **private passenger auto** lease or rental agreement, provided **you** are an individual and a party to the contract.

**3. 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 **3.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.

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**.

**4. Fellow Employee**

**Bodily injury to:**

- a. Any fellow **employee** of any **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 the fellow **employee** as a consequence of Paragraph **4.a.** above.

**5. Expected or Intended Injury**

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

**6. Handling of Property**

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

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**;

- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**; or
- c. To or from any non-motorized farm machinery or farm wagon.

**7. Operations**

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

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

**8. Completed Operations**

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

In this exclusion, **your** work means:

- a. Work or operations performed by **you** or on **your** behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- Your** work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **8.a.** or **8.b.** above.

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

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

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

**9. Pollution**

- a. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  - (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
  - (b) Otherwise in the course of transit by or on behalf of the **insured**; or
  - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- (2) 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
- (3) 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**.
- b. Paragraph 9.a.(1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:
- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
  - (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**.
- c. Paragraphs 9.a.(2) and 9.a.(3) 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.

#### 10. Public or Livery Conveyance

**Bodily injury or property damage** arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

#### 11. Racing

**Bodily injury or property damage** arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

#### 12. War or Military Action

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

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

#### 13. 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.

#### 14. Autos Leased Under Hold Harmless Agreements

**Bodily injury or property damage** arising out of the use of any covered **auto** (that is not a **trailer**) while:

- a. Leased to **you** in writing in accordance with a written agreement in which the lessor holds **you** harmless; and
- b. Used pursuant to operating rights (permits) granted to **you** by a public authority.

#### C. LIMIT OF INSURANCE

We will pay damages for **bodily injury, property damage and covered pollution cost or expense** up to the Limit of Insurance shown in the Declarations for this coverage. Such damages shall be paid as follows:

- 1. When combined liability limits are shown in the Declarations, the limit shown for each **accident** is the total amount of coverage and the most we will pay for damages because of or arising out of **bodily injury, property damage and covered pollution cost or expense** in any one **accident**.
- 2. When separate **bodily injury** and **property damage** limits are shown in the Declarations:
  - a. For **bodily injury**:
    - (1) The limit shown for "each person" is the amount of coverage and the most we



will pay for all damages because of or arising out of **bodily injury** to one person in any one **accident**.

- (2) The limit shown for "each accident" is the total amount of coverage and the most **we** will pay, subject to **2.a.(1)** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **accident**.

b. For **property damage**, the limit shown is the amount of coverage and the most **we** will pay for all **property damage** in any one **accident**.

3. The Limit of Insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the Limit of Insurance.
4. The Limit of Insurance applicable to a **trailer** covered by this policy but not scheduled in the Declarations:

- a. Which is not connected to an **auto**; or  
 b. Which is connected to an **auto** not covered for Covered Autos Liability Coverage by this policy  
 shall be the Limit of Insurance applicable to any covered **auto**.

5. The Limit of Insurance for this coverage may not be added to the limits for the same or similar coverage applying to other **autos** insured by this policy to determine the amount of coverage available for any one **accident** or **covered pollution cost or expense**, regardless of the number of:
- a. Covered **autos**;  
 b. **Insureds**;  
 c. Premiums paid;  
 d. Claims made or **suits** brought;  
 e. Persons injured; or  
 f. Vehicles involved in the **accident**.
- 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**.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

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

a. **Comprehensive Coverage**

From any cause except:

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

However, **we** will pay for:

- (1) Glass breakage from any cause including upset or collision;  
 (2) Damage caused by missiles or falling objects; and  
 (3) Damage caused by collision with an animal or bird.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair. However, the deductible will still apply to:

- (1) Any light or any component of any light to such covered **auto**;  
 (2) Any glass contained in the roof;  
 (3) Removable roof panels of any type;  
 (4) Mirrors of any type; or

- (5) Replacement of any safety or laminated glass.

b. **Collision Coverage**

Caused by:

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

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** that is a **private passenger auto** is:

- (1) In a collision with another **auto**:  
 (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or  
 (b) Whose owner or operator has been identified; and  
 1) Is legally responsible for the entire amount of the damage; and  
 2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
- (2) Legally parked and is accidentally struck by another of **your private passenger autos**, provided Collision Coverage applies to both **autos**.

## 2. Road Trouble Service

We will pay up to the amount shown in the Declarations for this coverage each time a covered **auto** that is a **private passenger auto** is disabled:

- a. For towing to the nearest available garage; and
- b. For the cost of labor performed at the place of disablement.

## 3. Coverage Extensions

### a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** will extend to certain **trailers you** do not own. The trailer must:

- (1) Have a load capacity of 2,000 pounds or less;
- (2) Be used with **your private passenger auto**; and
- (3) Be other than a **trailer** of the home, office, store, display or passenger type.

**Our** limit of insurance under this coverage extension is \$500 in any one **loss**. No deductible applies.

### b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown in the Declarations for a **private passenger auto** scheduled in the Declarations, **we** will pay up to \$30 per day but not more than \$900 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred during the period beginning 48 hours after an **insured** reports the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**.

### c. Personal Property

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** that is a **private passenger auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
  - (a) Fire;
  - (b) Lightning; or
  - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**. This coverage extension does not apply to:

- (1) Property used in a business, trade or profession.
- (2) Money or jewelry.
- (3) Property specifically insured.

- (4) Anything that is otherwise excluded by this policy.

**Our** limit of insurance under this coverage extension is \$300 in any one **loss**. No deductible applies.

### d. Air Bag Replacement

The Comprehensive Coverage provided to a **private passenger auto** scheduled in the Declarations will extend to replacement of an air bag that inflates without such **auto** having been involved in a Comprehensive or Collision **loss**. No deductible applies.

### e. Loss of Use - Rental Fee Reimbursement

- (1) **We** shall provide the following extension of coverage when **you** become legally responsible to pay for loss of use of:

- (a) A **private passenger auto** rented or hired without a driver under a written rental contract or agreement and a covered **auto** under this policy is a **private passenger auto** with Comprehensive and Collision Coverages which extend to such rented or hired **private passenger auto**; or

- (b) An **auto** (that is not a **private passenger auto**) rented or hired without a driver under a written rental contract or agreement and such **auto** is provided Hired Auto Physical Damage coverage under this policy.

- (2) **We** shall reimburse **you** or pay on **your** behalf:

- (a) The rental fee that would have been paid if such **auto** (that is a **private passenger auto**); or

- (b) Up to \$30 per day but not more than \$900 in any one **loss**, of the rental fee that would have been paid, if such **auto** (that is not a **private passenger auto**)

had not sustained **loss**.

- (3) This coverage begins the day following the **loss** and ends, regardless of the policy expiration date, at the earliest of the following:

- (a) The day repairs to the rental **auto** are completed, not to exceed a period longer than required to repair such **auto**, exercising due diligence and dispatch;

- (b) The day **we** make payment for replacement of the rental **auto**; or

- (c) Thirty (30) days after the date coverage begins.

- (4) **You** or the rental agency must submit proper receipts to **us** for all expenses claimed under this coverage extension.

**f. Diminished Value**

When Diminished Value Coverage is shown in the Declarations for an **auto**, **we** shall pay:

- (1) An additional 15% of the settlement amount if the model year of such **auto** is no older than the model year of the date of the **loss** and the two prior model years; or
- (2) An additional 10% of the settlement amount for prior model years for damage to such **auto** because of **diminished value**, only if such **auto** is repaired. This provision does not apply to damage to glass.

**B. EXCLUSIONS**

Comprehensive and Collision Coverages do not apply to:

**1. Audio, Visual or Data Electronic Equipment**

**Loss** to any of the following:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals. However, such equipment is covered if:
  - (1) Standard or optional equipment for the manufacturer of a covered **auto** for that make, model and model year;
  - (2) Permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year; or
  - (3) Scheduled in the Declarations and a premium charged.

**Our** limit under **a.(2)** above shall not exceed \$1,000 in any one **loss**. No deductible applies to the coverage extension in **a.(2)** above.
- b. Tapes, discs or other similar media designed for use with equipment described in **a.** above.
- c. Any accessories used with the media or equipment described in **a.** or **b.** above.

**2. Diminished Value**

**Loss** to a covered **auto** because of or arising out of **diminished value**. This exclusion does not apply to the extent that coverage is provided when Diminished Value Coverage is shown in the Declarations.

**3. Expected or Intentional Act**

**Loss** to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

**4. Conversion, Embezzlement or Secretion**

**Loss** to a covered **auto** because of or arising out of conversion, embezzlement or secretion by any person lawfully having a covered **auto** under a sale, lease or similar agreement.

**5. Illegal Activities**

**Loss** to a covered **auto** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by **you** or a **family member**.

**6. Loss of Use**

Loss of use of a covered **auto**, except as provided in Coverage Extensions.

**7. Nuclear Hazard**

**Loss** caused by or resulting from:

- a. The explosion of any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination, however caused.

**8. Racing**

**Loss** to any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

**9. Radar Detectors**

**Loss** to any device designed or used to:

- a. Detect speed-measuring equipment such as radar or laser detectors; or
- b. Elude or disrupt speed-measuring equipment such as a jamming apparatus.

**10. Tires**

**Loss** to tires, unless the **loss** is caused by:

- a. Fire;
  - b. Theft; or
  - c. Malicious mischief; or
- is part of other **loss** covered by this policy.

**11. Truck Campers**

**Loss** to:

- a. A truck camper; or
- b. A pickup cover with built-in cooking and sleeping equipment unless scheduled in the Declarations and a premium charged.

**12. War or Military Action**

**Loss** caused by or resulting from:

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

authority in hindering or defending against any of these.

### 13. Wear and Tear

**Loss** to a covered **auto** because of and confined to:

- a. Wear and tear;
- b. Freezing; or
- c. Mechanical or electrical breakdown, other than burning of wiring.

This exclusion does not apply to such **loss** following and resulting from other **loss** covered by this policy.

## C. LIMIT 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 damaged or stolen property at the time of the **loss**;
  - b. The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
  - c. The Limit of Insurance shown in the Declarations.
2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
  - a. Such **auto** is a **private passenger auto**;
  - b. **You** purchased it new;
  - c. **We** determine the **loss** cannot be repaired; and
  - d. The **loss** occurs within 90 days of the purchase date.

3. If a **loss** to an **auto** scheduled in the Declarations can be paid under either Comprehensive Coverage or Collision Coverage, payment will be made under the coverage that pays the most.

### 4. Coinsurance

If a scheduled **auto** has been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **auto** of the same make and model, and such modifications affect the amount of the **loss**, **we** will pay only the proportion that the value of a standard **auto** bears to the value of the scheduled **auto**. This does not apply when an additional premium is charged based on the increased value.

### 5. Deductible - Hired Auto Physical Damage Coverage

If other insurance is available to **you** or the owner of a covered **auto** (that is a hired **auto**) and such insurance is subject to a deductible greater than the deductible which applies to this coverage, **we** shall pay the difference between the two deductibles.

## SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A. The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
  1. Not owned by **you** or anyone living with **you**.
  2. Not furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
  3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
  4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while

working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.

5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

**We** only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
  - a. Who do not own an **auto** (that is not a **trailer**); or
  - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

**We** also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B. The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
  1. Not owned by **you** or anyone living with **you**.

2. Not furnished or available for regular use to **you** or anyone living with **you**.
3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.
5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

**We** only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
  - a. Who do not own an **auto** (that is not a **trailer**); or
  - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

## SECTION V - CONDITIONS

### A. LOSS CONDITIONS

#### 1. 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**, an **insured** must give **us** or **our** authorized representative prompt notice of the **accident** or **loss**, including:
  - (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, the **insured** and any other involved **insured** must:
  - (1) Immediately send **us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
  - (2) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**.
  - (3) Authorize **us** to obtain medical records or other pertinent information.
  - (4) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
  - (5) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
  - (6) Agree to examinations under oath at **our** request and give **us** a signed statement of such answers.
- c. If there is **loss** to a covered **auto** or its **equipment or custom furnishings**, an **insured** must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its **equipment or custom furnishings** is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of 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.

#### 2. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Covered Autos Liability Coverage, no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

#### 3. 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 and impartial 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.

**4. Loss Payment - Physical Damage Coverage**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return 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 damaged or stolen property at an agreed or appraised value.

If we pay for the loss, our payment will include, where required by law, the applicable sales tax for damaged or stolen property. We may adjust the loss for an auto you lease, hire, rent or borrow with either you or the owner of such auto, whomever we choose.

**5. Our Right to Recover Payments**

If we make a payment under this policy and the person or organization to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person or organization shall do everything necessary to transfer that right to us and do nothing to prejudice it.

**6. Motor Carriers**

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
  - (1) Common carriers;
  - (2) Contract carriers; or
  - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between you and us.
- b. If as a result of that endorsement, we are obligated to make a payment that we would not make except for that endorsement, you agree to reimburse us for any payment, including payment for defense costs, we must make as a result of that endorsement.

without a driver for a period of 30 days or less, provided that the insured's responsibility to pay damages is determined in a suit on the merits in any of the coverage territories described in b.(1), b.(2) or b.(3) above or in a settlement to which we agree.

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

**2. Other Insurance**

- a. For any covered auto that is scheduled in the Declarations, this policy provides primary insurance. For any covered auto which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered auto (that is a trailer) is connected to an auto that is scheduled in the Declarations and this coverage shall be excess when any covered auto (that is a trailer) is connected to an auto that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph a. above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an insured contract.
- c. When this policy 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 policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

**3. Assignment**

No interest in this policy may be assigned without our written consent. However, if you are an individual and you die within the policy term, the policy will cover as though named in the Declarations:

- a. Your spouse;
- b. Your legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered auto; and
- c. Any person having proper temporary custody of a covered auto until a legal representative is appointed

provided we are given written notice of your death within 60 days of the date of your death or by the expiration of the policy term in which you die, whichever is greater. This requirement does not apply with regard to your spouse.

**B. GENERAL CONDITIONS****1. Policy Term and Territory**

Under this policy, we cover accidents and losses occurring:

- a. During the policy term shown in the Declarations; and
- b. 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) Canada; and
  - (4) Anywhere in the world if a covered auto that is a private passenger auto is leased, hired, rented or borrowed

**4. Bankruptcy**

Bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of any obligation under the terms of this policy.

**5. Changes**

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents, concerning the insurance afforded. The terms of this policy can be amended or waived only by endorsement issued by **us** and made part of this policy.
- b. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with **our** consent. **We** may adjust **your** policy premium because of changes made to the policy.
- c. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:
  - (1) The principal place of garaging a covered **auto**;
  - (2) Coverages, limits of insurance and deductibles;
  - (3) The type, make and model of a covered **auto** and its use; and
  - (4) The operators of a covered **auto**.
 Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

**6. Concealment, Misrepresentation or Fraud**

This policy is void in any case of fraud by **you** at any time as it relates to this policy. It is also void if **you** or any other **insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

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

**7. Duplication of Coverage**

- a. If this policy and any other policy or coverage form provided by **us** or a company affiliated with **us**, provides coverage for the same **accident** or **loss**, **our** maximum limit of insurance under all the policies or coverage forms shall not exceed the highest limit of insurance under any single policy or coverage form applicable to the **accident** or **loss**.
- b. This condition does not apply to any policy or coverage form issued by **us** or a

company affiliated with **us** to specifically provide excess insurance over this policy.

**8. 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 term and up to one year afterward.

**9. Inspections**

- a. **We** have the right to:
  - (1) Make inspections at any time;
  - (2) Give **you** reports on the conditions **we** find; and
  - (3) Recommend changes.
- b. **We** are not obligated to make any inspections, 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. **We** do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs **9.a.** and **9.b.** of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, reports or recommendations.

**10. Liberalization**

If **we** revise this policy 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.

**11. No Benefit to Bailee - Physical Damage Coverage**

**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 policy.

**12. Premiums**

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums **we** pay.

**13. Premium Audit**

The estimated premium for this policy 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 is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, a return premium will be paid. Failure to pay any premium, including the

final premium, by the due date shown on the bill will be considered to be non payment of premium.

#### 14. Severability

Except as to the Limit of Insurance, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

## SECTION VI - DEFINITIONS

- A. Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
- B. Auto** means:
1. A land motor vehicle, designed for travel on public roads;
  2. A **trailer**; or
  3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, **auto** does not include **mobile equipment**.
- C. Bodily injury** means physical injury, sickness or disease sustained by a person, including resulting death of that person.
- D. 1. Covered pollution cost or expense** means any cost or expense arising out of:
- a. Any request, demand, order or statutory or regulatory requirement that an **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
  - b. 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**.
- 2. 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 an **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 an **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 an **insured**.

Paragraph **2.a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

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

Paragraphs **2.b.** and **2.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. Diminished value** means the actual or perceived reduction in market value or resale value of a covered **auto** as the result of a covered **loss**.
- F. Domestic employee** means a person engaged in household or domestic work performed principally in connection with a residence premises.
- G. Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.



**H. Equipment or custom furnishings** means:

1. An apparatus or device (that is not a **trailer**):
  - a. Permanently attached to or installed in or upon a covered **auto**; or
  - b. Designed for use with, but detached from, a covered **auto**.
2. Keys and key fobs designed for a covered **auto**.
3. Custom paint, decals, wraps or other interior or exterior modifications to a covered **auto**.

**Equipment or custom furnishings** does not include:

1. Anything attached to real estate; or
2. Removable child seats.

**I. Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.**J. Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with **you**.**K. Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage.**L. Insured contract** means:

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

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

1. Indemnifies a railroad for **bodily injury** or **property damage** arising out of:
  - a. Construction; or
  - b. Demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. Pertains to the loan, lease or rental of an **auto** to **you** or any of **your employees**, if the **auto** is loaned, leased or rented with a driver; or
3. 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.

**M. 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**.**N. Loss** means direct and accidental loss or damage.**O. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

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

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

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

- P. **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.
- Q. **Private passenger auto** means:
  - 1. A passenger or station wagon type **auto** with four or more wheels;
  - 2. A pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
  - 3. A motorhome.
- R. **Property damage** means damage to or destruction of tangible property including resulting loss of use of that property.
- S. **Suit** means a civil proceeding in which:
  - 1. Damages because of **bodily injury** or **property damage**; or

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

**Suit** includes:

- 1. 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
- 2. 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.
- T. **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.
- U. **Trailer** means a vehicle which is designed:
  - 1. For travel on public roads; and
  - 2. To be connected to and towed by a power unit.**Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment** or **custom furnishings**.
- V. **Volunteer worker** means a person who is not **your employee**, and 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**.
- W. **We, us** or **our** means the Company providing this insurance.
- X. **You** or **your** means the Named Insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

### SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused, in whole or in part, by “your work” or out of premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION-ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by your ongoing operations performed for that insured by you, or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.