~~Hired and Non-owned Automobile Coverage~~*HIRED* AND *NON-OWNED AUTOMOBILE* COVERAGE

Refer to the Supplemental Declarations if information is not shown on this form.
~~The~~ *We* provide coverage under this endorsement ~~is~~ subject to the ***terms*** contained in the ~~General~~ Liability ~~Coverage.~~ coverage.
This endorsement forms a part of the policy identified below:

Policy No. _____.
Named Insured~~:~~ _____.

This endorsement is effective on the inception date of ~~this~~ the policy unless otherwise stated.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR *HIRED* AND *NON-~~OWNED AUTOMOBILES~~-OWNED AUTOMOBILE* COVERAGE

The Limit~~s~~ of Liability stated in the Declarations for Coverage L ~~do~~does not apply to ***HIRED*** AND ***NON-~~OWNED AUTOMOBILE~~ OWNED AUTOMOBILE*** COVERAGE~~ are~~. The Limit of Liability for ***HIRED*** AND ***NON-OWNED AUTOMOBILE*** COVERAGE is shown below.
~~The limits of liability apply regardless of the number of:~~
~~(1) ***insureds*** under this policy;~~
~~(2) persons or organizations who sustain ***bodily injury*** or ***property damage***;~~
~~(3) claims made or suits brought on account of ***bodily injury*** or ***property damage***; or~~
~~(4) ***automobiles*** to which this policy applies.~~

Our liability is limited as follows:
The ~~limit~~limits of liability stated ~~in this endorsement~~below as applicable to ~~"~~each ~~***accident***"~~***occurrence*** is ***our*** total limit of liability for all damages because of ***bodily injury*** and/or ***property damage*** sustained by one or more persons as a result of any one ~~***accident***. With respect to "each ***accident***," the~~***occurrence***. The limit of liability stated below as ~~the~~ an aggregate ~~limit~~ is the total limit of ***our*** liability for all damages incurred within ~~an~~ any annual period.

Limits of Liability

$ _____ each ~~***accident***~~***occurrence***.

$ _____ aggregate.

~~WHAT *WE* PAY FOR~~

~~When coverage is designated in the Declarations for ***Hired*** and ***Non-Owned Automobile*** Coverage, ***we*** will pay on behalf of the ***insured***, all sums which the ***insured*** shall become legally obligated to pay as damages because of~~These limits apply without regard to the number of:

1. ***insureds*** under this policy;
2. persons or organizations who sustain ***bodily injury*** and/or ***property damage*** ~~to which this insurance applies caused by an ***occurrence*** and arising out of the use by any person, other than the ***named insured***, of a ***hired private passenger automobile*** or a ***non-owned private passenger automobile*** in the ***business*** of the ***named insured***,~~;
3. claims made or ~~arising out of the use in such ***business*** by an employee of the ***named insured*** of a ***hired commercial automobile*** or a ***non-owned commercial automobile*** if the use of such ***commercial automobile*** is occasional and infrequent. ***We*** shall have the right and duty to defend any ***suit*** against the ***insured*** seeking damages~~***suits*** brought on account of ~~such~~ ***bodily injury*** and/or ***property damage***~~, even if any of the allegations of the ***suit*** are groundless, false~~; or ~~fraudulent, and may make such investigation and settlement of any claim or ***suit*** as ***we*** deem expedient, BUT ***we***~~

shall not be obligated to pay any claim or judgment or to defend any ***suit*** after the applicable limit of ***our*** liability has been exhausted by the payment of judgments or settlements.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the General Liability Coverage:

1. ***We*** exclude liability assumed by the ***insured*** under any contract or agreement;
2. ***We*** exclude ***property damage*** to:
   a. property owned or being transported by the ***insured***; or
   b. property rented to or in the care, custody and control of the ***insured***, or as to which the ***insured*** is for any purpose exercising physical control, other than ***property damage*** to a residence or a private garage by a ***private passenger automobile*** covered by this insurance.
3. This insurance does not apply to ***bodily injury*** to any employee of the ***insured*** arising out of and in the course of employment by the ***insured***. 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 ***incidental contract***.
4. ***automobiles*** to which this policy applies.

DEFINITIONS

For ***Hired*** and ***Non-Owned Automobile*** Coverage, the definition of ***insured*** in the DEFINITIONS section of the General Liability Coveragecoverage is deleted and replaced with the following:.

Each of the following is an ***insured*** under this insurance to the extentas set forth below:

1. the ***named insured***; and
2. any partner or executive officer of the ***named insured***.

None of the following is an ***insured***:

1. any ***employee(s)*** or independent contractor(s) employed by or on behalf of the ***named insured***;
2. any person engaged in the ***business*** of their the employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of their the employment;
23. any partner or executive officer with respect to an ***automobile*** owned by such partner or officer or a member of their household; and
34. any person while operating engaged in the automobile business including the operation of an ***automobile*** sales agency, repair shop, service station, public garage or public parking space with respect to any ***occurrence*** arising out of any operation, BUT this . This exclusion DOES NOT APPLY to the ***named insured*** while engaged in the ***automobile business***.

This insurance DOES NOT APPLY to ***bodily injury*** and/or ***property damage*** arising out of a ***hired automobile*** or ***non-owned automobile*** used in the conduct of any partnership or, joint venture or other legal entity of which the ***insured*** is a partner or a member and which is not designated in this policy as ***named insured***, or if the ***named insured*** is a partnership with an ***automobile*** owned by or registered in the name of a partner.

The following definitions are added to the DEFINITIONS section of the General Liability Coveragecoverage:

1. ***Accident*** means continuous or repeated exposure to the same conditions resulting in ***bodily injury*** or ***property damage*** the ***insured*** neither expected nor intended.
2. ***Commercial Automobile*** ***Business automobile*** means an ***automobile*** of the truck type or other ***automobile*** designed for the transportation of materials or merchandise people or property over public roads.
32. ***Hired Automobile*** means an ***automobile*** not owned by the ***named insured***, which is used under contract inon behalf of, or loaned to, the ***named insured*** provided suchthe ***automobile*** is not owned by or registered in the name of:
   a. a partner or executive officer of the ***named insured***; or
   b. an ***employee*** or agent of the ***named insured*** who is granted an operating allowance of any sort for the use of such the ***automobile***.
43. ***Non-owned automobile*** means an ***automobile*** not owned in whole or in part by, registered in the name of, hired by, leased by or loaned to the ***named insured***, or if the a ***named insured*** that is a partnership, corporation, joint venture, limited liability company or limited liability partnership, or to any partner of the partnership.or principal of any entity.
4. ***Occurrence*** means an accident including continuous or repeated exposure to substantially similar conditions.
5. ***Private passenger automobile*** means a 4-wheel private passenger or station wagon type ***automobile***.

WHAT *WE* PAY FOR

We will pay on behalf of the ***named insured***, all sums which the ***named insured*** shall become legally obligated to pay as damages because of ***bodily injury*** and/or ***property damage*** to which this insurance applies. The ***bodily injury*** and/or ***property damage*** must be caused by an ***occurrence*** which arises out of the use of a ***hired*** or ***non-owned private passenger automobile*** by a person, other than the ***named insured***, in the conduct of the ***business*** of the ***named insured***, or arising out of the use by an ***employee*** of the ***named insured*** of any ***hired*** or ***non-owned automobile*** if the use is occasional and infrequent. ***We*** shall have the right and duty to defend any ***suit*** against the ***named insured*** seeking damages on account of such ***bodily injury*** and/or ***property damage***. ***We*** may make any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. ***We*** shall not be obligated to pay any claim or judgment or to defend any ***suit*** after ***our*** limit of liability has been exhausted.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the Liability coverage:

1. ***We*** exclude liability assumed by the ***insured*** under any contract or agreement;
2. ***We*** exclude ***property damage*** to:
   a. property owned by or being transported by the ***insured***;
   b. property rented to or in the care or custody of the ***insured***, or as to which the ***insured*** is for any purpose exercising physical control, other than ***property damage*** to a residence or a private garage caused by a ***private passenger automobile*** covered by this insurance; or
   c. property owned by, rented to or in the care or custody of the ***named insured's employee(s)*** or any independent contractor(s) working for or on behalf of the ***named insured***; or
3. This insurance does not apply to ***bodily injury*** to any ***employee*** of the ***insured*** arising out of and in the course of employment by the ***insured***. 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***.

ADDITIONAL PROVISIONS

Excess Insurance-*Hired* and *Non-Owned Automobiles*

~~This~~ this insurance shall be excess insurance over any other valid and collectible insurance available to the ***named insured***.