~~Hired and Non-owned Automobile Coverage~~

HIRED AUTOMOBILE AND *NON-OWNED AUTOMOBILE* LIABILITY

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

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

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

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

SCHEDULE

Limits ~~of~~Of Liability

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

~~_____ $ _____ aggregate.~~
$ _____ Each ***Occurrence***
$ _____ Aggregate

DEFINITIONS

~~For ***Hired and Non Owned Automobile*** Coverage, the~~The following definitions apply to this policy form:

1. ***Insured***~~-~~The definition of ***insured*** in the ~~DEFINITIONS section of the~~ General Liability Coverage is deleted and replaced with the following:~~-~~
   a. ***Insured*** means:
      1) Each of the following is an ***insured*** under ~~this insurance to the extent~~***Hired Automobile*** And ***Non-Owned Automobile*** Liability subject to the conditions and limitations set forth below:~~-~~
         a) ***You***;
         b) Any person using a ***hired automobile*** with ***your*** permission;
         c) For a ***non-owned automobile***:
(1) ***Your*** partners 1. ~~the ***named insured***;~~ and
~~2. any partner or~~ executive ~~officer of the ***named insured***.~~ officers; and
(2) ***Your employees***;
but only with respect to the conduct of ***your business***; and
         d) Anyone liable for the acts or omissions of an ***insured*** described in this definition.
      2) None of the following is an ***insured***:
~~1. any~~a) Any person engaged in the ***business*** of their employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of their employment;
~~2. any~~b) Any partner or executive officer with respect to an ***automobile*** owned by such partner or executive officer or a member of their household;~~ and~~
         c) Any person or organization for the conduct of a current or past partnership or joint venture that is not shown in the Declarations;

©2020 URB®

d) Any 3. ~~any~~ person while ~~operating an~~ employed or otherwise engaged in the duties of a ***business*** for ***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 exclusion DOES NOT APPLY to the ***named insured***.~~ or storage. This ~~insurance DOES NOT APPLY to ***bodily injury*** or ***property damage*** arising out~~does not apply to such ***business you*** own or operate;

e) The lessee of a ***hired automobile*** ~~or~~when ***you*** are a sublessee, including any agent or ***employee*** of such lessee; or

f) The owner of a ***hired automobile*** or a ***non-owned automobile***, including any agent or ***employee*** of such owner.

2. ***Hired Automobile*** means an ***automobile you*** lease, hire, rent or borrow. This does not include any ***automobile you*** lease, hire, rent or borrow from ***your employees***, partners, executive officers or members of their households.
3. ***Non-owned automobile*** means any ***automobile you*** do not own, lease, hire, rent or borrow used in the conduct of ~~any partnership or joint venture 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***~~***your business***. This includes ***automobiles*** owned by ~~or registered~~ ***your employees***, partners, executive officers, or members of their families used in the ~~name~~conduct of ~~a partner.~~***your business***.

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

~~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*** means an ***automobile*** of the truck type or other ***automobile*** designed for the transportation of materials or merchandise over public roads.~~

~~3. ***Hired Automobile*** means an ***automobile*** not owned by the ***named insured***, which is used under contract in behalf of, or loaned to, the ***named insured*** provided such ***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 ***automobile***.~~

~~4. ***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 ***named insured*** is a partnership, to any partner of the partnership.~~

~~5. ***Private passenger automobile*** means a 4-wheel private passenger or station wagon type ***automobile***.~~

WHAT *WE* PAY FOR

The following coverage is added to Coverage L-***Bodily Injury*** And ***Property Damage***.

..... 1. ~~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 ***bodily injury*** 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***, 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 on account of such ***bodily injury*** 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.~~

We pay those sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** or ***property damage*** arising out of the:

a. Maintenance or use of a ***hired automobile*** by ***you*** or ***your employees***, but only with respect to the conduct of ***your business***; and
b. Use of a ***non-owned automobile*** by any person, but only with respect to the conduct of ***your business***.

WHAT *WE* DO NOT PAY FOR~~.~~

The following exclusions ~~are added to the EXCLUSIONS shown in the General~~ apply to ***Hired Automobile*** And ***Non-Owned Automobile*** Liability.

1. The Coverage L exclusions apply to ***Hired Automobile*** And ***Non-Owned Automobile*** Liability, except the exclusions titled:
   a. ***Automobile***, Aircraft, ***Unmanned Aircraft*** Or Watercraft;

©2020 URB®

b. Employer's Liability;
c. ***Mobile Equipment***; and
d. ***Property Damage***;
do not apply.
2. ***We*** do not pay for:
a. ***Property*** 1. ~~***We*** exclude liability assumed by the ***insured*** under any contract or agreement;~~
~~2. ***We*** exclude ***property*** ***damage*** to property:~~
a. ~~property owned or bein~~ 1) Owned by, transported by ~~the ***insured***; or~~
~~b. property~~, rented to or ~~in~~loaned to the ***insured***; or
2) In the care, custody ~~and~~or control of the ***insured***~~, or as~~.
b. ***Bodily injury*** to ~~which~~:
1) Any ***employee*** of the ***insured*** arising out of and in the course of their employment by 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.~~; or
~~3. This insurance does not apply to ***bodily injury*** to any~~2) Any ***employee*** of the ***insured*** arising out of and in the course of ~~employment by the ***insured***.~~ performing duties related to the conduct of the ***insured's business***.
This exclusion does not apply to ***bodily injury*** to domestic ***employees*** not entitled to ~~workers'~~workers' compensation benefits or to liability assumed by the ***insured*** under an ~~***incidental***~~***insured contract***.

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

~~The Limits of Liability stated in the Declarations for Coverage L do not apply to ***HIRED*** AND ***NON-OWNED AUTOMOBILE*** COVERAGE. The Limits for ***HIRED*** AND ***NON-OWNED AUTOMOBILE*** COVERAGE are 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~~
~~(~~This section is in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of ***Hired Automobile*** And ***Non-Owned Automobile*** Liability losses covered by this endorsement will be made in accordance with the following provisions:

1. The Aggregate limit of liability shown in the Schedule is the most ***we*** pay for damages during a policy period for ***Hired Automobile*** And ***Non-Owned Automobile*** Liability.
2. The Each ***Occurrence*** limit of liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for damages for ***Hired Automobile*** And ***Non-Owned Automobile*** Liability arising out of a single ***occurrence***.
3. Payments made under ***Hired Automobile*** And ***Non-Owned Automobile*** Liability, as stated in 1. and 2. above, will reduce the Coverage L each ***occurrence*** and aggregate limits of liability.

4~~) ***automobiles*** to which this policy applies.~~

~~ADDITIONAL PROVISIONS~~

~~**Excess Insurance**~~ ..... The ***Hired Automobile*** And ***Non-Owned*** ~~***Automobiles***~~
~~This insurance~~***Automobile*** Liability shall be excess insurance over any other valid and collectible insurance available to ~~the ***insured***~~***you***.

All other ***terms*** and conditions remain unchanged.

©2020 URB®