EMPLOYERS' NON-OWNERSHIP *AUTOMOBILE* COVERAGE

Refer to the Supplemental Declarations if information is not shown on this form.
~~For an additional premium, *we*~~***We*** provide coverage under this endorsement 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 the policy unless otherwise stated.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR EMPLOYERS' NON-OWNERSHIP *AUTOMOBILE* COVERAGE

The Limit~~s~~ of Liability stated in the Declarations for Coverage L ~~do~~does not apply to EMPLOYERS' NON-OWNERSHIP ***AUTOMOBILE*** COVERAGE. The Limit of Liability for EMPLOYERS' NON-OWNERSHIP ***AUTOMOBILE*** COVERAGE is shown below.
~~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 of ~~***bodily injury***~~ 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 an aggregate is the total limit of ***our*** liability for all damages incurred within any annual period.

Limits of Liability

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

$ ~~_____~~ _____ aggregate.

~~WHAT *WE* PAY FOR~~

~~***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 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 any 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 it deems 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:~~

~~a. to liability assumed by the ***insured*** under any contract or agreement;~~
~~b. to ***property damage*** to (1) property owned or being transported by the ***insured***, or (2) 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. claims made or ***suits*** brought on account of ***bodily injury*** and/or ***property damage***; or
4. ***automobiles*** to which this policy applies.

DEFINITIONS

For Employers' Non-Ownership ***Automobile*** Coverage, the definition of ***insured*** in the DEFINITIONS section of the ~~General~~ Liability ~~Coverage~~coverage is deleted and replaced with the following~~:~~.
Each of the following is an ***insured*** under this insurance ~~to the extent~~ as set forth below:
~~a~~1. the ***named insured***; and
~~b~~2. any partner or executive officer of the ***named insured***.

None of the following is an ***insured***:~~-~~
~~a~~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 ~~his~~ the employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of ~~his~~ the employment;
~~b~~3. any partner or executive officer with respect to an ***automobile*** owned by such partner or officer or a member of his household; and
~~c~~4. 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 ***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 ~~Coverage~~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***~~1. ***Business*** ***automobile*** means an ***automobile*** of the truck type or other ***automobile*** designed for the transportation of ~~material or merchandise~~ people or property over public roads.
~~3~~2. ***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.
3. ***Occurrence*** means an accident including continuous or repeated exposure to substantially similar conditions.
4. ***Private passenger automobile*** means a 4-wheel private passenger or station wagon type ***automobile***.
~~5. ***Trailer*** includes semi-trailer BUT DOES NOT INCLUDE ***mobile equipment***.~~

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 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 ***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—*Non-Owned Automobiles*

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