EMPLOYERS' NON-OWNERSHIPOWNED AUTOMOBILE COVERAGELIABILITY

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

Our liability is limited as follows:
The limit of ***bodily injury*** liability stated in this endorsement as applicable to "each **accident**" is ***our*** limit of liability for all damages because of ***bodily injury*** 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 ***aggregate*** is the total limit of ***our*** liability for all damages.

SCHEDULE

Limits ofOf Liability

_____ $ _____ each ***accident***

_____ $ _____ ***aggregate***
$ _____ Each ***Occurrence***
$ _____ Aggregate

DEFINITIONS

For Employers' Non-Ownership ***Automobile*** Coverage, theThe 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***Non-Owned Automobile*** Liability subject to the conditions and limitations set forth below:
         a. the ***named insured***; a) ***You***;
         b. any partner or) Only with respect to the conduct of ***your business***:
            (1) ***Your*** partners and executive officerofficers; and
            (2) ***Your employees***; and
         c) Anyone liable for the acts or omissions of the ***named***an ***insured*** described in this definition.
      2) None of the following is an ***insured***:
         a. any) Any person engaged in the ***business*** of histheir employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of histheir employment;
         b. any) Any partner or executive officer with respect to an ***automobile*** owned by such partner or executive officer or a member of histheir household;
         c. any) Any person or organization for the conduct of a current or past partnership or joint venture that is not shown in the Declarations;
      d) Any person while operating anemployed 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 outdoes not apply to such ***business you*** own or operate; or
      e) The owner of a ***non-owned automobile***, including any agent or ***employee*** of such owner.

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..... 2. ***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.~~

~~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 material or merchandise over public roads.~~

~~3. ***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.~~

~~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***~~***your business***.

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 ***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 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.~~

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

1. ***We*** pay those sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** or ***property damage*** arising out of the 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 ***Non-Owned Automobile*** Liability ~~Coverage:~~.

1. The Coverage L exclusions apply to ***Non-Owned Automobile*** Liability, except the exclusions titled:
   a. ***Automobile***, Aircraft, ***Unmanned Aircraft*** Or Watercraft;
   b. ~~———~~Employer's Liability;
   c. ***Mobile Equipment***; and
   d. ***Property Damage***;

   do not apply.
2. ***We*** do not pay for:
   a. ***Property damage*** to property:
      1) Owned by, transported by, rented to or loaned to the ***insured***; or
      2) In the care, custody or control of the ***insured***.
   b. ***Bodily injury*** to:
      1) Any ***employee*** of the ***insured*** arising out of and in the course of their employment by the ***insured***; or
      2) Any ***employee*** of the ***insured*** arising out of and in the course of 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' compensation benefits or to liability assumed by the ***insured*** under ~~any~~an ***insured 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.~~

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

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~~The Limits of Liability stated in the Declarations for Coverage L do 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~~

~~(~~This section is in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of ***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 ***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 ***Non-Owned Automobile*** Liability arising out of a single ***occurrence***.
3. Payments made under ***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 ***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.

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