EMPLOYERS' *NON-*OWNERSHIP*OWNED AUTOMOBILE* COVERAGELIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
We provide coverage under thisThis endorsement is subject to the ***terms*** contained in the 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.

SCHEDULE

Limits ofOf Liability

$ _____ each ***occurrence***.Each ***Occurrence***

$ _____ aggregate.Aggregate

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

The Limit of Liability stated in the Declarations for Coverage L does not apply to EMPLOYERS' NON-OWNERSHIP ***AUTOMOBILE*** COVERAGE. The Limit of Liability for EMPLOYERS' NON-OWNERSHIP ***AUTOMOBILE*** COVERAGE is shown below.
Our liability is limited as follows:
The limit of liability stated below as applicable to each ***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 ***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.
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***;
3. claims made or ***suits*** brought on account of ***bodily injury*** and/or ***property damage***; or
4. ***automobiles*** to which this policy applies.

ADDITIONAL PROVISIONS

Excess Insurance ***Non-Owned Automobiles*** this insuranceThis 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. The ***Non-Owned Automobile*** Liability shall be excess insurance over any other valid and collectible insurance available to the ***named insured***. ***you***.

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 theGeneral Liability coverageCoverage is deleted and replaced with the following.:
   a. ***Insured*** means:
      1) Each of the following is an ***insured*** under this insurance as***Non-Owned Automobile*** Liability subject

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to the conditions and limitations set forth below:

1. a) ***You***;

b) Only with respect to the ~~***named insured***~~,conduct of ***your business***:

(1) ***Your*** partners and

~~2. any partner or~~ executive ~~officer~~officers; 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***:

~~1. any ***employee(s)*** or independent contractor(s) employed by or on behalf of the ***named insured***;~~

~~2. any~~ a) Any person engaged in the ***business*** of ~~the~~their employer with respect to ***bodily injury*** to any fellow ***employee*** of such person injured in the course of ~~the~~their employment;

~~3. any~~b) Any partner or executive officer with respect to an ***automobile*** owned by such partner or executive officer or a member of ~~his~~their household;~~ and~~

~~4. any~~ c) 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 employed or otherwise engaged in the ~~***automobile***~~duties of a ***business*** ~~including the operation of an~~for ***automobile*** sales~~ agency~~, repair~~ shop~~, service~~ station, public garage or public~~, parking ~~space with respect to any ***occurrence*** arising out of any operation.~~or storage. This ~~exclusion DOES NOT APPLY to the ***named insured*** while engaged in the ***automobile***~~does not apply to such ***business***~~.~~ ***you*** own or operate; or

~~This insurance DOES NOT APPLY to ***bodily injury*** and/or ***property damage*** arising out~~ e) The owner of a ***non-owned automobile***, including any agent or ***employee*** of such owner.

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

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

~~1. ***Business automobile*** means an ***automobile*** of the truck type or other ***automobile*** designed for the transportation of people or property over public roads.~~

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 a ***named insured*** that is a partnership, corporation, joint venture, limited liability company or limited liability partnership, or to any partner 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***.~~

WHAT *WE* PAY FOR

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

1. ***We*** ~~will~~ pay ~~on behalf of~~those sums when the ~~***named insured***~~, ~~all sums which the ***named insured*** shall become~~ is 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~~ arising out of the use of a ***non-owned*** ~~***private passenger***~~ ***automobile*** by ~~a~~any person, ~~other than the ***named insured***, in~~ but only with respect to the conduct of ~~the~~***your 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~~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;

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b. ~~1. ***We*** exclude liability assumed by the ***insured*** under any contract or agreement;~~
Employer's Liability;
c. ***Mobile Equipment***; and
d. ***Property Damage***;
do not apply.
2. ***We*** ~~exclude ***property***~~do not pay for:
a. ***Property damage*** to property:
~~a. property~~owned1) 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~~loaned to the ***insured***; or
~~c. property owned by, rented to or in~~2) In the care ~~or~~, custody or control 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***~~ b. ***Bodily injury*** to ~~any~~:
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 ~~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' compensation benefits or to liability assumed by the ***insured*** under an ***insured contract***.

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

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