

HIRED AND NON-OWNED AUTO LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy to which it is affixed. This endorsement is a part of this insurance policy and takes effect on the effective date of this insurance policy unless another effective date is shown.

Words and phrases that appear in *italics* in the remainder of this form have special meaning. Refer to Section F. Liability And Medical Expenses Definitions of the policy form and/or this endorsement.

This endorsement modifies insurance provided under the following: **BUSINESS OWNERS
COVERAGE FORM**

- A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations.

1. Hired Auto Liability

The insurance provided under paragraph **A.1. Business Liability** in **SECTION II – LIABILITY** applies to *bodily injury* or *property damage* arising out of the maintenance or use of a *hired auto* by you or your *employees* in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under **Paragraph A.1. Business Liability** in **SECTION II – LIABILITY** applies to *bodily injury* or *property damage* arising out of the use of any *non-owned auto* in your business by any person other than you.

- B.** For insurance provided by this endorsement only:

- 1.** The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **SECTION II – LIABILITY**, other than Exclusions **a.**, **b.**, **c.**, **d.**, **f.**, and **i.** and the Nuclear, Radioactive & Hazardous Materials Liability Exclusion, are deleted and replaced by the following:

a. *Bodily injury* to:

- 1)** An *employee* of the insured arising out of and in the course of:
 - a) Employment by the insured; or
 - b) Performing duties related to the conduct of the insured's business; or
- 2)** The spouse, child, parent, brother or sister of that *employee* as a consequence of Paragraph **1)** above.

This exclusion applies:

- 1)** Whether the insured may be liable as an employer or in any other capacity; and
- 2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- 1)** Liability assumed by the insured under an *insured contract*; or
- 2)** *Bodily injury* arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. *Property Damage* to:

- 1)** Property owned or being transported by, or rented or loaned to the insured; or
- 2)** Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured** in **SECTION II – LIABILITY** is replaced by the following:
 1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a *hired auto* with your permission;
 - c. For a *non-owned auto*:
 - 1) Any partner or *executive officer* of yours; but only while such *non-owned auto* is being used in your business; or
 - 2) Any *employee* of yours but only while such *non-owned* is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.**, **b.**, or **c.** above.
 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for *bodily injury* to any co-*employee* of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-*employee* as a consequence of such *bodily injury*, or for any obligation to share damages with or replay someone else who must pay damages because of the injury;
 - b. Any partner or *executive officer* for any *auto* owned by such partner or officer or a member of his or her household; notwithstanding the fact that such *auto* may qualify as a *non-owned auto* under the policy.
 - c. Any person while employed in or otherwise engaged in duties in connection with an *auto business*, other than an *auto business* you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a *hired auto* or the owner of a *non-owned auto* or any agent or *employee* of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C.** The following additional definitions apply:
1. *Auto Business* means the business or occupation of selling, repairing, servicing, storing or parking *autos*.
 2. *Hired Auto* means any *auto* you lease, hire, rent or borrow. This does not include any *auto* you lease, hire, rent or borrow from any of your *employees*, your partners, or your *executive officers* or members of their households.
 3. *Non-Owned Auto* means any *auto* you do now own, lease, hire, rent or borrow which is used in connection with your business. This includes *autos* owned by your *employees*, your partners or your *executive officers*, or members of their households, but only while used in your business or your personal affairs.

All other terms and conditions, insured coverage and exclusions of this policy, including applicable limits and deductibles, remain unchanged and apply in full force and effect to the Coverage provided by this policy. **The sublimit for Hired and Non-Owned Auto Liability is a sublimit of Liability Special Limits in the Declarations. The sublimit does not increase the limit of insurance.** Please see LUCL NA DEC 02 24 for applicable sublimit and deductible.